

BIRMINGHAM CITY COMMISSION AGENDA

June 14, 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

- Common Ground proclamation and congratulations.

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 May 24, 2021
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 26, 2021, in the amount of \$538,196.60.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated June 2, 2021, in the amount of \$625,182.63.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated June 9, 2021, in the amount of \$506,594.83.
- E. Resolution to authorize the IT department to engage Crown Castle to upgrade the internet connection at each of the city parking structures for a term of 36 months with the monthly fee of \$570.00 charged to each of the 5 parking structure accounts. Total cost of \$2850.00 per month Total term cost not to exceed \$102,600.00.
- F. 1. Resolution to execute the Second Amendment to the MKSK Old Woodward Corridor Agreement to provide preliminary design development, public engagement, and

detailed design input services in accordance with their June 2, 2021 proposal, for an amount not to exceed \$178,380.00, to be charged to the Major Street Fund account #202-449.001-981.0100; and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

2. Resolution to execute the MKSK Multi-Modal Transportation Consultant Contract to provide as requested professional services related to multi-modal transportation reviews and participation with the Multi-Modal Transportation Board, for a three-year term, to be charged to the Major Street Fund account #202-449.007-804.0100 and Local Street Fund account #203-449.007-804.0100 as appropriate; and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.
 3. Resolution to execute the Fleis & Vandenbrink Multi-Modal Transportation Consultant Contract to provide as-requested professional services related to multi-modal transportation reviews and participation with the Multi-Modal Transportation Board, for a three-year term, to be charged to the Major Street Fund account #202-449.007-804.0100 and Local Street Fund account #203-449.007-804.0100 as appropriate; and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.
 4. Resolution to execute the OHM Advisors Consulting Agreement to provide as-requested professional services including, but not limited to, construction engineering and administration services, for a three-year term, to be charged to the General Fund, Sidewalks account #101-444.001- 981.0100, Major Street Fund account #202-449.001-981.0100, Local Street Fund account #203- 449.001-981.0100, Sewer Fund account #590-536.001-981.0100, and/or Water Fund account #591-537.004-981.0100 as appropriate; and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.
- G. Resolution to waive the competitive bidding requirement and to authorize an expenditure in the amount of \$7,770.47 to Poco, Inc., for a past and urgent purchase to provide temporary traffic barricades to expand the lane closure on Pierce Street from July 2020 to January 2021; to be charged to the Major Streets Fund, account #202-449.003-937.0400.
- H. Resolution to approve the Technology and Audio Visual Installation services for the Birmingham Ice Arena Renovation project to Advanced Lighting and Sound (ALS) in the amount not to exceed \$45,067.00. Funds are available in the Capital Projects Fund account #401-901.001-977.0000 for this work. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of the required insurance coverage.
- I. Resolution to approve the purchase of one (1) 2022 Ford F-350 4x4 Crew Cab from Gorno Ford through the State of Michigan MIDEAL extendable purchasing contract #071B7700181 in the amount not to exceed \$54,106.00. Funds for this purchase are available in the FY 2021-2022 Auto Equipment Fund account #641-441.006.971.0100.

- J. Resolution to award the 2020-2021 Public Services contract totaling \$36,377.00 for Yard Services, Senior Outreach Services, and Minor Home Repair to NEXT under the Community Development Block Grant Program; and further, to authorize the Mayor to sign the contract on behalf of the City.
- K. Resolution to approve the appropriations and amendments to the fiscal year 2020-2021 budget as indicated in the staff report.
- L. Resolution to set a public hearing for Monday, July 12th, 2021 at 7:30 PM to consider the Special Land Use Permit, Final Site Plan and Design Review application for 239 N. Old Woodward – Bloom Bistro. (complete resolution in agenda packet)
- M. Resolution to set a public hearing for Monday, July 12th, 2021 at 7:30 PM to consider the Special Land Use Permit, Final Site Plan and Design Review application for 115 Willits – MARE Mediterranean. (complete resolution in agenda packet)
- N. Resolution to set a public hearing for Monday, July 12th, 2021 at 7:30 PM to consider the Special Land Use Permit, Final Site Plan and Design Review application for 176 S. Old Woodward – Sushi Japan. (complete resolution in agenda packet)

VI. UNFINISHED BUSINESS

- A. Public Hearing to consider a Special Land Use Permit, Final Site Plan & Design Review at 720 N. Old Woodward – Vinewood Kitchen & Cocktails
 - 1. Resolution to APPROVE the Special Land Use Permit, Final Site Plan and Design Review application to allow the operation of Vinewood Kitchen & Cocktails as a new bistro at 720 N. Old Woodward. (complete resolution in agenda packet)

OR

- 2. Resolution to DENY the Special Land Use Permit, Final Site Plan and Design Review application for 720 N. Old Woodward – Vinewood Kitchen & Cocktails.

OR

- 3. Resolution to POSTPONE the Special Land Use Permit, Final Site Plan and Design Review application for 720 N. Old Woodward – Vinewood Kitchen & Cocktails – pending receipt of the following:
 - 1. _____
 - 2. _____
 - 3. _____
- B. Resolution to approve a scaled down participation in the annual Woodward Dream Cruise event for 2021 in the City of Birmingham, due to public health and safety concerns attributed to the COVID-19 pandemic, by managing the large crowds that any participation in the Dream Cruise naturally creates. (complete resolution in agenda packet)

VII. NEW BUSINESS

- A. Public Hearing to consider the rezoning of 300-394 S. Old Woodward and portions of 294 E. Brown
1. Resolution to APPROVE the rezoning of the new parcel encompassing 300 - 394 S. Old Woodward and portions of 294 E. Brown from B-2 (General Business) and D-3 (Downtown Overlay) to B-2 (General Business) and D-4 (Downtown Overlay);
OR
 2. Resolution to DENY the rezoning of the new parcel encompassing 300 - 394 S. Old Woodward and portions of 294 E. Brown from B-2 (General Business) and D-3 (Downtown Overlay) to B-2 (General Business) and D-4 (Downtown Overlay);
OR
 3. Resolution to POSTPONE the public hearing on the rezoning of the new parcel encompassing 300 - 394 S. Old Woodward and portions of 294 E. Brown from B-2 (General Business) and D-3 (Downtown Overlay) to B-2 (General Business) and D-4 (Downtown Overlay) to _____.
- B. Public Hearing - Zoning Amendment to Economic Development License Map – 300-394 S. Old Woodward
1. Resolution to approve an amendment to Chapter 126, Zoning Ordinance, Appendix C, Exhibit 1, Licenses for Economic Development to include 300-394 S. Old Woodward and a portion of 294 E. Brown Street to be eligible for an Economic Development License.
OR
 2. Resolution to deny an amendment to Chapter 126, Zoning Ordinance, Appendix C, Exhibit 1, Licenses for Economic Development to include 300-394 S. Old Woodward and a portion of 294 E. Brown Street to be eligible for an Economic Development License.
- C.
1. Resolution to take no action. The current City resolution allowing Temporary COVID-19 Off-Season Outdoor Dining Standards would expire on June 30, 2021.
OR
 2. Resolution to extend the current City resolution allowing Temporary COVID-19 Off-Season Outdoor Dining Standards to Friday, September 10, 2021 subject to the following conditions:
 - i. Any temporary dining platform with walls and/or roofs must have those walls and/or roofs removed by July 9, 2021. Walls and/or roofs will not be permitted on any future temporary platforms. Proper temporary barriers will be required to denote the dining areas.
 - ii. Heaters will be allowed pursuant to fire department rules and regulations, but storage of propane containers near the dining area will no longer be permitted.
- D. Commission discussion on items from prior meeting.
1. Food Trucks in Birmingham

- E. 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.
- F. Resolution to meet in closed session to discuss a written Attorney/Client Privilege communication pursuant to MCL Sec. 15.268(h) of the Open Meetings Act regarding Birmingham Wine Shop, LLC, et al v City of Birmingham, et al; Oakland County Circuit Court Case No. 2021-186823-AA, and to discuss pending litigation, pursuant to MCL Sec. 15.268(e) of the Open Meetings Act regarding Birmingham Wine Shop, LLC, et al v City of Birmingham, et al; Oakland County Circuit Court Case No. 2021-186823-AA.

(A roll call vote is required and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session after all other business has been addressed in open session and reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.)

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice to appoint to the Retirement Board
 - 2. Notice to appoint to the Museum Board
 - 3. Notice to appoint to the Greenwood Cemetery Advisory Board
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Return to In person City Commission & Board meetings, submitted by Fire Chief Wells
 - 2. Public comment during City meetings, submitted by City Attorney Kucharek

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).

PROCLAMATION

- WHEREAS,** Common Ground is celebrating 50 years of providing 24-hour crisis services dedicated to helping youth, adults and families in crisis, reaching more than 80,000 people each year; and
- WHEREAS,** Common Ground is the largest provider of mental health care in Oakland County, providing crisis intervention, a crisis residential unit, mental health assessment and psychiatric services, counseling and referrals; and
- WHEREAS,** Common Ground merged with The Sanctuary, Inc. in providing a residential treatment program for runaway and homeless youth, as well as helping young people develop the skills and ability to live independently; and
- WHEREAS,** Common Ground is a nationally recognized organization providing professional and compassionate care with quality, reliability and in a collaborative spirit; and
- WHEREAS,** Common Ground's highly qualified staff, volunteers and board members are skilled at helping people move from crisis to hope, while making them feel safe when asking for help; and
- WHEREAS,** In July of 1970, Common Ground was founded in Birmingham and began a small operation at a house on Park Street, moving twice within the City as the agency grew to 279 South Old Woodward and then to 1090 South Adams, where it remained until 1989; and
- WHEREAS,** In 1975, Common Ground began a major fund raising event, Art in the Park (now known as the Birmingham Street Art Fair), which continues annually in Birmingham; and
- WHEREAS,** The Birmingham City Commission approves annual financial contributions to Common Ground through support of social service agencies for Birmingham residents; and
- THEREFORE,
BE IT RESOLVED** that I, Pierre Boutros, Mayor for the City of Birmingham, extend my congratulations on behalf of the Birmingham City Commission and the residents of Birmingham to Common Ground for 50 years of invaluable contributions to the community by helping youth, adults and families in crisis.

*On Behalf of the City of Birmingham and the
residents of Birmingham this 14th day of June, 2021.*


Pierre Boutros, Mayor



Birmingham City Commission Minutes

May 24, 2021

7:30 P.M.

Virtual Meeting

Meeting ID: 655 079 760

Vimeo Link: <https://vimeo.com/event/3470/videos/547775342/>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Alexandria 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, BSD Operations & Event Manager Brook, Police Chief Clemence, City Planner Cowan, City Attorney Kucharek, Planning Director Ecker, City Attorney Kucharek, Deputy Treasurer Todd, Fire Chief Wells

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

ANNOUNCEMENTS

- The City Commission welcomed 40th District House of Representatives - Mari Manoogian.
- The Birmingham Shopping District welcomed Sean Kammer as its new executive director.
- The BSD also welcomed Sarvy Lipari as its newest board member.
- The Mayor noted that a Memorial Day Service would be held both virtually and in person at 10 a.m. in Shain Park.

APPOINTMENTS

- A. Martha Baldwin Park Board
1. Robert Kenning

05-141-21 Appointment of Robert Kenning to the Martha Baldwin Park Board

The Commission interviewed Robert Kenning for the position.

MOTION: Nomination by Commissioner Host:
To appoint Robert Kenning as a regular member to the Martha Baldwin Park Board to serve the remainder of a four-year term to expire May 1, 2024.

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

Nays, None

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

Paul Reagan recommended the City explore implementing pro-food truck policies in order to increase interaction and camaraderie between neighbors.

David Bloom opined that the curb design at the Southfield-Maple intersection is dangerous and likely to lead to a traffic accident. He also reiterated his comment from the May 10, 2021 meeting that the City should explore whether holding public comment to the end of the May 1, 2021 budget hearing infringed on the public's legal right to comment.

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.

05-142-21 Consent Agenda

The following items were pulled from the Consent Agenda:

Commissioner Hoff: Item C – City Commission Minutes of May 10, 2021

Mayor Pro Tem Longe:

Item B – City Commission Workshop Minutes of May 10, 2021

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:
To approve Consent Agenda with the exclusion of Items B and C.

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

Commissioner Sherman

Nays, None

- A. Resolution to approve the City Commission Budget Hearing minutes of May 1, 2021.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 12, 2021, in the amount of \$850,961.96.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 19, 2021, in the amount of \$1,679,329.03.
- F. Resolution to approve the appropriations and amendment to the 2020-2021 Park System Construction Fund Budget as follows:
Park System Construction Fund
- | | | |
|------------------------------|----------------------|------------------|
| Revenues: | | |
| Bond Proceeds | 408-000.000-698.0001 | \$4,750,000 |
| Bond Premium | 408-000.000-697.0000 | <u>262,100</u> |
| Total Revenues | | \$5,012,100 |
| Expenditures: | | |
| Bond Issuance Costs | 408-751.000-824.0300 | \$ 110,000 |
| Building Improvements | 408-752.000-977.0000 | 3,797,610 |
| Contribution to Fund Balance | 408-000.000-400.0000 | <u>1,104,490</u> |
| Total Expenditures | | \$5,012,100 |
- G. Resolution to approve the commissioning services for the Birmingham Ice Arena Renovation project to Strategic Energy Solutions (SES) in the amount not to exceed \$15,800.00. Funds are available in the Capital Projects Fund account #401-901.001-977.0000 for this work. In addition, to waive the formal bidding requirements and to authorize the Director of Public Services to sign the SES Professional Service proposal on behalf of the City. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of the required insurances.
- H. Resolution to approve the attached resolution requesting reimbursement for the maximum allotment of \$2,648.39 for eligible mosquito control activity under the Oakland County's West Nile Virus Fund Program.
- I. Resolution to authorize the IT department to renew the Cortex XDR antivirus endpoint software license from AmeriNet. The purchase price not to exceed \$9,464.00. Funds are available in the IT Software Fund Account: 636-228.000-742.0000
- J. Resolution to approve a request from Eisenhower Dance Detroit to hold their NewDANCEfest Performance on stage at Shain Park on July 24, 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.

- K. Resolution to appoint City Manager Thomas M. Markus as Representative and DPS Director Lauren Wood as Alternate Representative of the City of Birmingham on the SOCRRA Board of Trustees for the fiscal year starting July 1, 2021.
- L. Resolution to appoint Consulting City Engineer Jim Surhigh as Representative and City Manager Thomas M. Markus as Alternate Representative of the City of Birmingham on the SOCWA Board of Trustees for the fiscal year starting July 1, 2021.
- M. Resolution to approve the installation of a 15 minutes parking restriction at the seven parking spaces located directly in front of 33347 to 33367 Woodward.

05-143-21 (Item C) City Commission Minutes of May 10, 2021

Commissioner Hoff said 'RH' needed to be changed to 'CH' in the last paragraph on page six of the minutes.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Baller:
To approve the City Commission meeting minutes of May 10, 2021.

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

Nays, None

05-144-21 (Item B) City Commission Workshop Minutes of May 10, 2021

Mayor Pro Tem Longe noted that 'Unimproved Streets' needed to be changed to 'the Parking Assessment District' on the first page of the minutes.

MOTION: Motion by Mayor Pro Tem Longe, seconded by Commissioner Host:
To approve the City Commission Workshop Minutes of May 10, 2021.

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

Nays, None

VI. UNFINISHED BUSINESS

None.

VII. NEW BUSINESS

05-145-21 Public Hearing of Necessity - Grant Street Paving Project

The Mayor opened the public hearing at 8:03 p.m.

Deputy Treasurer Todd presented the item.

The Mayor closed the public hearing at 8:05 p.m.

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Sherman:
To confirm Special Assessment Roll No. 894 for Grant Street Paving Special Assessment District (see complete resolution in agenda packet).

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

Nays, None

05-146-21 Public Hearing – 720 N. Old Woodward

The Mayor opened the public hearing at 8:07 p.m.

It was noted that the applicant requested a postponement.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To postpone the Special Land Use Permit, Final Site Plan and Design Review application for 720 N. Old Woodward – Vinewood Kitchen & Cocktails to the June 14, 2021 meeting.

Commissioner Hoff asked Staff to be in touch with the applicant to determine whether they would be ready by June 14, 2021 since the evening already had a lengthy agenda.

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

Nays, None

The public hearing was not closed.

05-147-21 Public Hearing - 695 W. Brown Street – Lot Split

The Mayor opened the public hearing at 8:12 p.m.

Mayor Pro Tem Longe notified the Commission she would be recusing herself from the item because her spouse was involved in the original project from which this property was asking to be split.

City Planner Cowan presented the item.

In reply to Commissioner Sherman, Planning Director Ecker said she could provide the Commission with information about the previous development proposals regarding this lot.

Commissioner Sherman said he would rather have that information before making a decision on this item. He said he recalled there being previous disagreements between the neighbors and the developer regarding this parcel.

Christopher Brokovich, applicant, said that when he had previously proposed a development adjacent to 685 W. Brown the proposal left 685 W. Brown itself undesignated. Subsequently, he proposed to build two more townhouses on 685 W. Brown, which the neighbors were not in favor of. As a result, Mr. Brokovich chose to put 685 W. Brown on the market.

Public Comment

Guy Simons reviewed the contents of his letter to the Commission.

In reply to Mr. Simons, PD Ecker said she could provide the interpretation of the side setback that was used to build the eight units adjacent to 685 W. Brown.

Thomas Saracino indicated he was interested in purchasing the lot if it was split within R-8 and advocated for the split.

Michael Talansky, neighbor of 695 W. Brown Street, expressed concern about the lot split proposal.

Andrew Haig expressed skepticism that adequate parking could be provided on the lots in question given the City's lot coverage ordinances and the average turning radiuses of vehicles.

In reply to Mr. Haig, CP Cowan stated that even with the lot split the eight adjacent units would still meet the minimum area-per-unit required for all units in R-8.

Mr. Reagan said the Central Birmingham Residents' Association has historically not been in favor of new multi-family residences being built on Watkins.

Maria Van Hees, neighbor of 685 W. Brown, said she and her family had purchased a nearby home with an understanding that there would be a single family home built on 685 W. Brown.

Wendy Zebrowski concurred with Commissioner Sherman's recollection and agreed that previous minutes regarding this parcel should be reviewed for clarity. She stated that in general the neighbors want this parcel to be zoned for a single family home.

Mr. Bloom said that if plans could be developed that were amenable to the neighbors, he was supportive of Mr. Saracino doing the work. He attested to Mr. Saracino's integrity and other building work in Birmingham.

Commissioner Host concurred with Commissioner Sherman's request for previous records regarding this parcel. He said the neighbors' preferences should take precedence since they live there. He also said it was an issue that the final site plan approved by the Planning Board for this parcel was subsequently changed.

The Mayor closed the public hearing at 9:06 p.m.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Baller:
To direct the applicant to pursue a rezoning of the subject property to R2-Single Family Zone in order to meet the lot split requirements of the municipal code.

Commissioner Sherman commented the Commission took a similar stance regarding a proposal for the former Franklin Bank and Mountain King properties.

Commissioner Host said he concurred with the comments of Mr. Simons and Mr. Reagan.

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

Nays, None

05-148-21 Public Hearing – 353 & 385 Fairfax – Lot Combination

Mayor Pro Tem Longe rejoined the meeting.

The Mayor opened the public hearing at 9:11 p.m.

City Planner Cowan presented the item.

MOTION: Motion by Commissioner Host, seconded by Commissioner Sherman:
To cancel the public hearing.

Commissioners Sherman and Nickita stated the applicant would run into issues with Item Four of the Subdivision Regulation Ordinance (Chapter 102, Section 102-83).

Commissioner Baller agreed with Commissioners Sherman and Nickita, and said he would support the motion as a result.

Commissioner Hoff said the variance request would likely meet the definition of self-creation and prevent the owner from obtaining a variance. She said the petitioner would likely have more luck amending their proposal to meet the lot combination requirements.

Commissioner Baller noted the Commission could also state that they were uninterested in permitting a lot combination of these parcels at this time if they so chose.

Public Comment

Patrick Dyke, designer for the applicant, asked a procedural question.

CA Kucharek noted that conversation at this time should only be regarding the motion on the floor.

David Ruby, applicant, said he was unsure why Item Four of the Subdivision Regulation Ordinance (Chapter 102, Section 102-83) would present an issue for his application.

In reply to a request from Commissioner Baller, PD Ecker provided a brief summary of the circumstances that gave rise to the current lot combination guidelines and to having the Commission review lot combinations.

Mayor Boutros reiterated CA Kucharek's advisement that the present conversation should only be in regards to the motion on the floor.

Gayle MacGregor, attorney for the applicant, said she would prefer the public hearing simply be cancelled with no additional direction in order to allow the applicant flexibility in their next steps.

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

Nays, None

05-149-21 Woodward Dream Cruise 2021

Fire Chief Wells reviewed the item.

FC Wells and City Manager Markus both spoke in favor of Birmingham withdrawing its participation in the Woodward Dream Cruise for 2021 due to continuing concerns about the impact of the Covid-19 pandemic.

Mayor Boutros and Commissioner Nickita asked Staff to reach out to other participant municipalities regarding their potential participation in the 2021 Dream Cruise.

FC Wells said that the Fire Chiefs he has spoken to from other municipalities were also not in favor of holding the 2021 Dream Cruise due to public health and safety concerns.

Chief Clemence said Bloomfield Township and Royal Oak had not, so far, permitted any municipally-sponsored events, though he said that Royal Oak indicated that might be subject to change. He stated the Berkley would be holding their municipally-sponsored events and that he had not yet heard back from Ferndale about their plans.

BSD Operations & Event Manager Brook stated that the Dream Cruise Committee did not poll participant municipalities about their intention to participate in the 2021 Dream Cruise before announcing that it would take place.

Commissioner Host thanked FC Wells and CM Markus for their handling of the Covid-19 pandemic in the City so far and said it was better to err on the safe side by not holding an events that could compromise residents' safety.

MOTION: Motion by Commissioner Host:
To approve a resolution that the City of Birmingham will be canceling participation in the annual Woodward Dream Cruise event for 2021 due to public health and safety concerns attributed to the COVID-19 pandemic and encouraging the promotion of the cancellation of the event by WDC, Inc. to the public.

Motion failed for lack of a second.

Mayor Pro Tem Longe noted that a total withdrawal from the 2021 Dream Cruise might result in Birmingham losing some ongoing relationships with sponsors.

Public Comment

Gordon Rinschler said he did not agree with the City unilaterally withdrawing from the 2021 Dream Cruise.

The Mayor agreed with Mr. Rinschler.

Mr. Haig ventured some ways the City could potentially reduce liability for Covid-19 related issues at the 2021 Dream Cruise while not withdrawing entirely.

After Commission discussion, FC Wells said he would work with Chief Clemence and the BSD to return at the June 14, 2021 Commission meeting with a proposal for minimizing Birmingham's participation in the 2021 Dream Cruise.

Commissioners Hoff, Sherman and Mayor Boutros recommended that FC Wells review past participants and consider permitting ones that would be less likely to attract crowds.

05-150-21 FY 2021-2022 Budget Resolution

Finance Director Gerber presented the item.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman:
To approve the budget appropriations resolution adopting the City of Birmingham's budget and establishing the total number of mills for ad valorem property taxes to be levied for the fiscal year commencing July 1, 2021 and ending June 30, 2022.

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

Nays, None

05-151-21 Official Water and Sewer Rate Resolution 2021-2022

FD Gerber presented the item.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To amend the Schedule of Fees, Charges, Bonds and Insurance, Water and Sewer Service Sections, for changes in sewer, storm water, industrial surcharge, and industrial waste control charge rates effective for bills with read dates on or after July 1, 2021 as recommended in this report.

Commissioner Hoff commended CM Markus and FD Gerber for their work on the FY 2021-2022 budget and for their communication with the Commission and the public regarding the City's finances.

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

Nays, None

05-152-21 Parking Assessment District Follow-Up

City Attorney Kucharek reviewed the recommended resolution.

Commissioner Host thanked CA Kucharek for her work on the item.

In reply to Commissioner Host, CM Markus said the City would endeavor to determine the relevance of previous rolls and payments into the Parking Assessment District (PAD). He cautioned that some of that specific data may no longer be available, and would be of indeterminate usefulness, but said Staff's studies regarding the PAD would remain be comprehensive.

CM Markus said the aim would be to return to the Commission with an overview and recommendations in Fall 2021.

Commissioner Host said he was glad to see that input would be sought from the Advisory Parking Committee on this matter.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Sherman:
To pursue the follow-up action in regards to the Parking Special Assessment District Workshop (see complete resolution in agenda packet).

Commissioner Host emphasized the importance of this work and the importance of using all available data to make the recommendations.

CM Markus said he could not commit to a more specific date than Fall 2021 for revisiting this item.

Public Comment

Mr. Reagan made suggestions for how the parking aspects of new business proposals in the PAD should be evaluated. He expressed concern about parking availability in the PAD and said the matter should be addressed more quickly.

Mr. Bloom noted that public comment was not taken on the item before the motion was made. He recommended that RH be advised that they may have to pay more into the PAD in the future if their development process in the City continues.

Commissioner Nickita noted he has worked with many municipalities in his professional work and said that Birmingham has a superlative parking system. He said he was supportive of the motion and of endeavors to improve the parking system further.

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

Nays, Commissioner Host

Commission discussion on items from prior meeting.

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.

05-153-21 Food Trucks in Birmingham

MOTION: Motion by Commissioner Host, seconded by Commissioner Baller:
To discuss food trucks in the neighborhoods.

Public Comment

Helene Fertal recommended that parking lots, as well as parks, be considered for potential food truck locations.

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

Nays, None

05-153-21 Placement of Public Comment During Regular and Other Meeting Formats

MOTION: Motion by Commissioner Host:
To discuss first amendment rights of Birmingham citizens with regard to all types of Commission meetings as an agenda item.

Mayor Boutros said he had a statement regarding the matter that he would offer during Commissioner comments.

Motion failed for lack of a second.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To discuss rules of procedure for non-regular Commission meetings.

In reply to a request for clarification from Commissioner Sherman, Commissioner Baller said he was proposing a discussion of when certain parts of non-regular meetings, such as public or Commission comment, should occur.

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

Nays, Commissioner Sherman
Commissioner Nickita
Mayor Boutros
Commissioner Hoff

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments

Commissioner Host said he was dismayed that the Unimproved Streets Report recommended a mile a year of improvements, recommended foregoing asphalt as an option for road improvements, and did not offer a payment schedule for assessments that would be more accessible to the City's senior citizens and young families.

Commissioner Host recommended that the City allocate more money to the Police Department for traffic calming efforts on Woodward. He said that the City should also endeavor to encourage the State Police to be more of a visible presence on Woodward since it is a State road.

Commissioner Sherman commended the Police Department for excellent police and detective work in tracking down a suspect in a hit-and-run that occurred on Woodward and getting a warrant issued for the suspect's arrest.

Commissioner Sherman also commended the Fire Department for their response to a call where they determined a resident had non-operational fire detectors and the firefighters and Union pitched in to purchase the resident new ones.

Commissioner Sherman stated that on the previous Saturday night he saw both City and State Police on Woodward making traffic stops.

Speaking more generally, Commissioner Sherman stated that both the Police and Fire Departments do exemplary work in Birmingham and deserve to be recognized for that.

Commissioner Baller said that it was unrealistic to expect Commissioners not to publicly discuss or participate in advocacy regarding any matters that may be before the Commission.

Commissioner Nickita said he thought it inappropriate for Commissioners to publicly opine on any matters that may be before the Commission since his understanding was that the decisions should be made during a meeting, and not before, based on the information presented.

Mayor Boutros said that moving forward he would hold public comment at the beginning of all Commission meetings, including non-regular Commission meetings such as the budget hearing. He explained his rationale for holding public comment to the end of the FY 2021-2022 Budget Hearing.

In reply to Commissioner Host, Mayor Boutros said he would also allow public comment after each segment of non-regular Commission meetings.

- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. City Manager's Report

CM Markus made brief comments.

INFORMATION ONLY

XI. ADJOURN

Mayor Boutros adjourned the meeting at 11:36 p.m.

City of Birmingham
Warrant List Dated 05/26/2021

Meeting of 06/14/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
279456		MISC	STATE OF MICHIGAN	950.00
279457	*	006965	7UP DETROIT	104.90
279458		006092	ALLIANCE OF ROUGE COMMUNITIES	3,966.00
279459		000500	ARTECH PRINTING INC	62.00
279460	*	008988	ASTI ENVIRONMENTAL	1,710.00
279461	*	006759	AT&T	236.56
279462	*	006759	AT&T	116.35
279463	*	006759	AT&T	355.63
279464	*	003703	AT&T MOBILITY	462.00
279466		002231	BILLINGS LAWN EQUIPMENT INC.	65.07
279468		MISC	BOWMAN TRUSTEE, JANE ELIZABETH	100.00
279469		008589	C & J BARK HAULERS	2,683.30
279470	*	000444	CDW GOVERNMENT INC	843.38
279471		000605	CINTAS CORPORATION	139.34
279472	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,345.24
279473		009187	CLEARVIEW CAPTIONING LLC	797.50
279474	*	008955	COMCAST	454.98
279475	*	000627	CONSUMERS ENERGY	3,028.94
279476		008005	DE LAGE LANDEN FINANCIAL SVCS INC	173.75
279477		MISC	DEALER AUTO PARTS	494.97
279478	*	MISC	DEVIN DEROECK	70.00
279479	*	000179	DTE ENERGY	15.58
279480	*	000179	DTE ENERGY	33.98
279481	*	000179	DTE ENERGY	1,697.71
279482	*	000179	DTE ENERGY	14.95
279483	*	000179	DTE ENERGY	2,774.56
279484	*	000179	DTE ENERGY	4,999.07
279485	*	000179	DTE ENERGY	1,374.44
279486	*	000179	DTE ENERGY	5,650.13
279487	*	000179	DTE ENERGY	234.14
279488	*	000179	DTE ENERGY	49.62
279489	*	000179	DTE ENERGY	1,583.88
279490	*	000179	DTE ENERGY	17.45
279491	*	000179	DTE ENERGY	290.90
279493	*	000179	DTE ENERGY	114.00
279494	*	000179	DTE ENERGY	16.83
279495	*	000179	DTE ENERGY	380.77
279496	*	000179	DTE ENERGY	19.83
279497	*	000179	DTE ENERGY	75.92
279498	*	000180	DTE ENERGY	6,875.28
279499		000196	EJ USA, INC.	5,314.89
279502		000936	FEDEX	67.80

City of Birmingham
Warrant List Dated 05/26/2021

Meeting of 06/14/2021

Check Number	Early Release	Vendor #	Vendor	Amount
279503		002510	GAMCO INVESTORS INC	21,457.00
279504	*	004604	GORDON FOOD	944.13
279506	*	008007	GREAT LAKES WATER AUTHORITY	7,877.91
279508		000249	GUARDIAN ALARM	246.80
279509		006153	HARRY'S ARMY SURPLUS	79.95
279510	*	001956	HOME DEPOT CREDIT SERVICES	1,263.03
279511		MISC	HOPE BROTHERS CUSTOM BUILDING	75.00
279512		000342	IBS OF SE MICHIGAN	554.06
279513		007635	JAMAR TECHNOLOGIES, INC.	4,539.00
279514		MISC	JERSEY BIRMINGHAM LLC	100.00
279516		MISC	KATHRYN PITSTICK	130.00
279517		MISC	KELLETT CONSTRUCTION COMPANY	200.00
279518		MISC	KILANO DESIGN & BUILD	500.00
279519		008432	KRAV MAGA WORLDWIDE	1,700.00
279520		008551	M & K TRUCK CENTERS	634.50
279521		MISC	MHRAC INC	200.00
279522		009200	MICHAEL MORRISON	700.00
279523	*	009143	MICHAEL SHUKWIT	200.00
279524		MISC	MICHIGAN BASEMENTS	146.25
279525		007765	MICHIGAN INDEPENDENT DOOR CO.	145.00
279527		000230	MIKE SAVOIE CHEVROLET INC	672.41
279529	*	001950	MILLER CANFIELD PADDOCK AND	32,500.00
279530	*	007163	MOBILE HEALTH RESOURCES	1,184.95
279531	*	009288	MUNIGROUP LLC	3,950.00
279532		001194	NELSON BROTHERS SEWER	145.00
279533	*	002853	OAKLAND COMMUNITY COLLEGE	779.00
279534	*	003461	OBSERVER & ECCENTRIC	897.76
279535		007718	OFF COURSE PRODUCTIONS INC.	467.60
279536	*	000481	OFFICE DEPOT INC	393.31
279537		007701	ON THE TEE	81.34
279538		003881	ORKIN PEST CONTROL	3,780.00
279539		MISC	PGA OF AMERICA	561.00
279540		MISC	Plumber Restoration	75.00
279541	*	000801	POSTMASTER	245.00
279542	*	000801	POSTMASTER	245.00
279543	*	000801	POSTMASTER	245.00
279544		008974	PREMIER PET SUPPLY	455.79
279545		009270	PUKKA INC	1,338.24
279546		004137	R & R FIRE TRUCK REPAIR INC	4,402.00
279547	*	009144	RICHARD TRUDO	1,200.00
279549	*	007960	S&P GLOBAL RATINGS	13,750.00
279550		MISC	SARAH GREZLIK	145.00
279551		009282	SEEN MEDIA GROUP	1,250.00

City of Birmingham
Warrant List Dated 05/26/2021

Meeting of 06/14/2021

Check Number	Early Release	Vendor #	Vendor	Amount
279552	*	008073	SITEONE LANDSCAPE SUPPLY, INC	230.00
279553		007907	SP+ CORPORATION	58,540.85
279554		MISC	STAR BUILDERS INC	4,810.00
279555		006895	STATE OF MICHIGAN	2,505.00
279556	*	MISC	TACTICAL ENCOUNTERS INCORPORATED	650.00
279557		008748	TECHSEVEN COMPANY	662.00
279559		MISC	THOMAS SEBOLD & ASSOCIATES, IN	500.00
279560		MISC	TRESNAK CONSTRUCTION INC	100.00
279561		004379	TURNER SANITATION, INC	190.00
279561	*	004379	TURNER SANITATION, INC	85.00
279562	*	000158	VERIZON WIRELESS	129.20
279563	*	000158	VERIZON WIRELESS	998.80
279566		001438	WINDER POLICE EQUIPMENT	904.00
279567		002416	WITTEK GOLF SUPPLY CO INC	613.92
279568	*	004512	WOLVERINE POWER SYSTEMS	699.00
279569		009185	ZOOM VIDEO COMMUNICATIONS INC	572.28
SUBTOTAL PAPER CHECK				\$232,407.72
<u>ACH TRANSACTION</u>				
3777	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	44,236.18
3779	*	007345	BEVERLY HILLS ACE	160.05
3780		006683	BIRMINGHAM LAWN MAINTENANCE	21,065.00
3781	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	30.72
3782		007875	CANFIELD EQUIPMENT SERVICE INC.	211.50
3783	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	467.80
3784	*	000565	DORNBOS SIGN & SAFETY INC	534.88
3785	*	000207	EZELL SUPPLY CORPORATION	194.00
3787		000331	HUBBELL ROTH & CLARK INC	96,289.94
3788		008378	THE HUNTINGTON NATIONAL BANK	500.00
3789		000261	J.H. HART URBAN FORESTRY	26,794.26
3790	*	003458	JOE'S AUTO PARTS, INC.	379.95
3792	*	005550	LEE & ASSOCIATES CO., INC.	602.70
3793	*	001035	MUNICIPAL EMERGENCY SERVICES	255.50
3794	*	007856	NEXT	174.00
3795		001864	NOWAK & FRAUS ENGINEERS	44,132.50
3796	*	006359	NYE UNIFORM COMPANY	741.00
3797	*	001181	ROSE PEST SOLUTIONS	160.00
3798		000254	SOCRRA	68,287.00
3798	*	000254	SOCRRA	175.00
3799		005787	SOUTHEASTERN EQUIPMENT CO. INC	140.51
3800		000273	TERMINAL SUPPLY CO.	256.39
SUBTOTAL ACH TRANSACTION				\$305,788.88

City of Birmingham
Warrant List Dated 05/26/2021

Meeting of 06/14/2021

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$538,196.60

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 06/02/2021

Meeting of 06/14/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
279570	*	000855	48TH DISTRICT COURT	11.69
279571	*	008226	KATHERINE ABELA	324.00
279573		MISC	ANTHONY BRANHAM	100.00
279574		007033	APPLIED IMAGING	217.41
279575	*	MISC	ARIZENT	1,535.00
279576		MISC	ARMANDO GIUSEPPE INC	1,086.95
279577	*	006759	AT&T	361.22
279578	*	006759	AT&T	243.17
279579	*	006759	AT&T	2,576.93
279581	*	MISC	BASEBALL TIPS	2,720.00
279582	*	002716	BENDZINSKI & CO	28,900.00
279583		001201	BIRMINGHAM YOUTH ASSISTANCE	1,262.53
279584		MISC	BLOOMFIELD CONSTRUCTION CO	100.00
279585	*	007919	BRUCE WHITE GALLERIES	69.92
279588	*	000444	CDW GOVERNMENT INC	1,248.60
279589		007710	CINTAS CORP	166.47
279590		000605	CINTAS CORPORATION	139.34
279592		009187	CLEARVIEW CAPTIONING LLC	290.00
279593	*	008955	COMCAST	331.27
279594		002668	CONTRACTORS CLOTHING CO	291.11
279595	*	001367	CONTRACTORS CONNECTION INC	19.35
279597		MISC	DAVINCIAN INC	200.00
279598		000233	DEAN SELLERS	24.15
279599		008559	DETROIT BATTERY COMPANY LLC	299.90
279602		000196	EJ USA, INC.	1,355.30
279603		008581	ENGLISH GARDENS	12.74
279604		001223	FAST SIGNS	958.26
279605		MISC	FERT-SCAPE INC	100.00
279606		MISC	FINISHED BASEMENTS PLUS LLC	500.00
279607		006654	FLEETPRIDE INC	3,609.52
279608		MISC	FOUNDATION SYSTEMS OF MICHIGAN INC.	100.00
279609		006384	GEOGRAPHIC INFORMATION SERVICES, IN	202.04
279610		MISC	GLOVER, JEFF	100.00
279611		002532	GOLLING CHRYSLER JEEP DODGE INC	155.00
279612		001531	GUNNERS METER & PARTS INC	2,500.00
279613	*	001956	HOME DEPOT CREDIT SERVICES	1,250.00
279614		MISC	IDEAL BUILDERS AND REMODELING INC	2,500.00
279615	*	MISC	JACK TODD- PETTY CASH	1,131.40
279616		MISC	LAKES DEVELOPMENT GROUP	500.00
279617		MISC	LYNCH CUSTOM HOMES	200.00
279618		003781	MACNLOW ASSOCIATES	699.00
279619		009200	MICHAEL MORRISON	1,400.00

City of Birmingham
Warrant List Dated 06/02/2021

Meeting of 06/14/2021

Check Number	Early Release	Vendor #	Vendor	Amount
279620		MISC	MICHIGAN BASEMENTS	200.00
279621		MISC	MICHIGAN DEPARTMENT OF TREASURY	27,329.21
279624		001325	P.K. CONTRACTING INC	9,131.02
279625		MISC	PAUL MAROGI	200.00
279626		MISC	PELLA WINDOWS & DOORS, INC.	1,000.00
279627		002852	QMI GROUP INC	960.00
279628	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
279629		MISC	REASONABLE ROOFING & REMODELING INC	100.00
279630		007336	REVIZE LLC	200.00
279631		MISC	ROYAL ROOFING CO. INC.	100.00
279632		MISC	SCULPTURE CABINETRY AND RENOVATIONS	200.00
279633	*	002087	SEMCOG	2,904.00
279634	*	007514	SIGNS BY CRANNIE, INC.	2,140.00
279635		MISC	SMITHS WATERPROOFING	200.00
279636		001104	STATE OF MICHIGAN	425,773.87
279637		MISC	TEMPLETON BUILDING COMPANY	300.00
279638	*	009254	THOMAS M MARKUS	500.00
279639		MISC	TRI PHASE COMMERCIAL CONST LLC	200.00
279640		MISC	WALLSIDE INC	500.00
279641		MISC	WEATHERGUARD ROOFING	100.00
279642		MISC	WECHSLER CONSTRUCTION LLC	500.00
279643		000299	WEINGARTZ SUPPLY	117.60
279644		009185	ZOOM VIDEO COMMUNICATIONS INC	589.78
279645	*	008902	ZORO TOOLS, INC.	267.09
SUBTOTAL PAPER CHECK				\$533,334.69
<u>ACH TRANSACTION</u>				
3801	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	24,453.30
3802	*	002284	ABEL ELECTRONICS INC	73.98
3803		003858	ADVANCED LIGHTING & SOUND	12,782.00
3805	*	000518	BELL EQUIPMENT COMPANY	1,055.05
3806	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	44.96
3807		003633	CLARKE MOSQUITO CONTROL PRODUCT INC	9,987.78
3808	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	37.70
3809	*	000565	DORNBOS SIGN & SAFETY INC	186.90
3810	*	007314	FLEIS AND VANDENBRINK ENG. INC	2,389.50
3811	*	000243	GRAINGER	48.15
3812	*	003938	HART PAVEMENT STRIPING CORP	1,000.00
3813	*	008851	INSIGHT INVESTMENT	5,130.50
3814	*	003458	JOE'S AUTO PARTS, INC.	168.77
3815	*	005550	LEE & ASSOCIATES CO., INC.	7,924.27
3816		000462	MOTOR CITY INDUSTRIAL	149.33
3817	*	006359	NYE UNIFORM COMPANY	1,052.50
3818	*	009231	POLEN CAPITAL MANAGEMENT LLC	17,627.87

City of Birmingham
Warrant List Dated 06/02/2021

Meeting of 06/14/2021

Check Number	Early Release	Vendor #	Vendor	Amount
3819	*	000478	ROAD COMM FOR OAKLAND CO	2,035.88
3820		000273	TERMINAL SUPPLY CO.	341.02
3821	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,807.28
3822		002088	WM. CROOK FIRE PROTECTION CO.	3,551.20
SUBTOTAL ACH TRANSACTION				\$91,847.94
GRAND TOTAL				\$625,182.63

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 06/09/2021

Meeting of 06/14/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
279646		MISC	2424 WINDEMERE REALTY TRUST	100.00
279647	*	000855	48TH DISTRICT COURT	400.00
279648	*	000855	48TH DISTRICT COURT	500.00
279649	*	000855	48TH DISTRICT COURT	5,000.00
279650		008274	ACCURATE PARKING LOT SERVICES, INC.	8,308.09
279651	*	MISC	AMANDA KULIKOWSKI	300.00
279652		008304	AMERINET	9,464.00
279653		000167	ANDERSON ECKSTEIN WESTRICK INC	40,012.75
279654		009253	ANDRUS ARCHITECTURE INC	10,060.93
279658		007129	BELFOR PROPERTY RESTORATION	1,658.43
279659		002231	BILLINGS LAWN EQUIPMENT INC.	4.56
279660	*	001612	BIRMINGHAM ROTARY CLUB	490.00
279661		003526	BOUND TREE MEDICAL, LLC	180.60
279662		MISC	BOYCE, JANELLE	500.00
279663	*	MISC	BRIAN MCNAIR	300.00
279665		003907	CADILLAC ASPHALT, LLC	701.48
279666		009078	CANON SOLUTIONS AMERICA INC	163.20
279669	*	000444	CDW GOVERNMENT INC	49.07
279670		000605	CINTAS CORPORATION	138.11
279671		009187	CLEARVIEW CAPTIONING LLC	942.50
279672		002234	CMP DISTRIBUTORS INC	2,727.00
279673	*	008955	COMCAST	415.10
279674	*	007774	COMCAST BUSINESS	1,259.10
279676	*	000627	CONSUMERS ENERGY	709.91
279677		002668	CONTRACTORS CLOTHING CO	458.44
279678		008512	COOL THREADS EMBROIDERY	710.89
279679	*	009145	CREATIVE COLLABORATIONS	3,800.00
279680	*	MISC	DANIEL RODRIGUEZ	300.00
279681	*	008641	DINGES FIRE COMPANY	388.24
279682		000190	DOWNRIVER REFRIGERATION	1,602.93
279683	*	000179	DTE ENERGY	67.15
279684	*	000179	DTE ENERGY	19.83
279685	*	000179	DTE ENERGY	164.78
279686	*	000179	DTE ENERGY	581.22
279687	*	007538	EGANIX, INC.	720.00
279688		000196	EJ USA, INC.	787.03
279689	*	009100	ENZO WATER SERVICE	500.00
279691		001223	FAST SIGNS	68.83
279692	*	000936	FEDEX	23.43
279693		009268	FULL MORTISE	10,965.00
279694		002532	GOLLING CHRYSLER JEEP DODGE INC	4,137.58
279696		001531	GUNNERS METER & PARTS INC	8,302.00

City of Birmingham

Warrant List Dated 06/09/2021

Meeting of 06/14/2021

Check Number	Early Release	Vendor #	Vendor	Amount
279697	*	001956	HOME DEPOT CREDIT SERVICES	253.72
279698		000948	HYDROCORP	1,381.00
279699		001204	ICMA	200.00
279700	*	MISC	JACK TODD- PETTY CASH	990.90
279701		MISC	JFK INVESTMENT CO.	500.00
279703		MISC	KENDALL PROJECT MANAGEMENT	300.00
279704		009133	KIMBERLY FENCE & SUPPLY	500.00
279705	*	000362	KROGER COMPANY	37.86
279707		MISC	Laurencelle Construction LLC	100.00
279708		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	186.50
279709		MISC	LYNCH CUSTOM HOMES	100.00
279710		MISC	MARCUS SCHRENK	50.00
279712		MISC	MATTHEW W ROSS CONSTRUCTION LLC	100.00
279713	*	000369	MCMI	1,262.50
279714		008793	MERGE MOBILE, INC.	73.00
279715		002251	MYERS TIRE - INDIANAPOLIS #42	4,013.45
279716		001194	NELSON BROTHERS SEWER	831.00
279717	*	007755	NETWORK SERVICES COMPANY	277.74
279718	*	009291	NOAH DREYER	243.87
279719	*	000477	OAKLAND COUNTY	1,892.76
279720	*	000481	OFFICE DEPOT INC	0.00
279721	*	001325	P.K. CONTRACTING INC	2,505.23
279723	*	000801	POSTMASTER	1,320.00
279724		008974	PREMIER PET SUPPLY	137.44
279725		004137	R & R FIRE TRUCK REPAIR INC	1,040.00
279726		MISC	REASONABLE ROOFING & REMODELING INC	100.00
279727	*	009144	RICHARD TRUDO	1,200.00
279729		MISC	ROYAL OAK & BIRMINGHAM AWNING	200.00
279730		009289	ROYAL-WEST ROOFING & SHEET METAL LL	71,300.00
279731		000221	RUSSELL HARDWARE COMPANY	273.78
279732	*	008073	SITEONE LANDSCAPE SUPPLY, INC	248.64
279734		MISC	TECHHOME BUILDING CO., LLC	500.00
279735	*	008748	TECHSEVEN COMPANY	250.00
279736		MISC	TEMPLETON BUILDING COMPANY	500.00
279738		009081	TYLER TECHNOLOGIES INC	2,334.00
279740	*	000158	VERIZON WIRELESS	76.02
279741	*	000158	VERIZON WIRELESS	736.14
279743	*	000158	VERIZON WIRELESS	1,098.18
279744	*	000158	VERIZON WIRELESS	147.93
279745		MISC	WALLSIDE INC	1,500.00
279746	*	004497	WATERFORD REGIONAL FIRE DEPT.	211.37
279747		MISC	WEGENER, JOSHUA	100.00
279749		001438	WINDER POLICE EQUIPMENT	296.20

City of Birmingham
Warrant List Dated 06/09/2021

Meeting of 06/14/2021

Check Number	Early Release	Vendor #	Vendor	Amount
279750		MISC	WOODWARD BROWN VENTURES LLC	500.00
279751	*	008391	XEROX CORPORATION	89.00
279752	*	008902	ZORO TOOLS, INC.	44.97
SUBTOTAL PAPER CHECK				\$217,985.38
<u>ACH TRANSACTION</u>				
3823	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	61,739.48
3826	*	007345	BEVERLY HILLS ACE	31.11
3827	*	006683	BIRMINGHAM LAWN MAINTENANCE	342.00
3828	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	30.72
3829	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	231.40
3830		007875	CANFIELD EQUIPMENT SERVICE INC.	395.00
3831	*	000847	DETROIT SALT COMPANY	82,843.52
3832	*	000565	DORNBOS SIGN & SAFETY INC	508.79
3833	*	001077	DUNCAN PARKING TECH INC	11,613.51
3834	*	007807	G2 CONSULTING GROUP LLC	5,167.25
3835	*	000243	GRAINGER	49.98
3836		000261	J.H. HART URBAN FORESTRY	5,698.88
3837		005876	KROPF MECHANICAL SERVICE COMPANY	6,982.00
3838	*	005550	LEE & ASSOCIATES CO., INC.	2,158.08
3840		001089	MUNICODE	702.00
3841	*	003554	RKA PETROLEUM	11,032.08
3842	*	000478	ROAD COMM FOR OAKLAND CO	18,473.35
3844		000254	SOCRRA	77,688.00
3845		005787	SOUTHEASTERN EQUIPMENT CO. INC	1,654.44
3846	*	002037	TOTAL ARMORED CAR SERVICE, INC.	758.36
3847	*	000969	VIGILANTE SECURITY INC	509.50
SUBTOTAL ACH TRANSACTION				\$288,609.45
GRAND TOTAL				\$506,594.83

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.

DATE: 06/14/2021

TO: Tomas M. Markus, City Manager

FROM: Eric Brunk, IT Manager

SUBJECT: Upgrade Internet Connections to Parking Structures

INTRODUCTION:

The current internet connections at the parking structures are unreliable and do not carry the bandwidth needed for future expansion of equipment and features.

The IT department suggested to the APC upgrading the current connections to fiber for expandability and reliability and worked with our current internet vendor (Crown Castle) to get a quote for the upgraded service. The proposal went before the APC in April and they requested that the IT department come back with a total of 3 quotes for comparability. We resubmitted the report with that added information in May. The APC concurred with our recommendation to upgrade the internet connections at each garage using the Crown Castle proposal.

BACKGROUND:

We discussed with the APC how the parking system has been plagued with internet outages in the structures during operations causing system connection issues and patron frustration. The dates gathered are from the 2019 season. As you know for most of 2020 and so far in 2021 the systems have been off-line due to free parking in the structures.

In 2019 SP+ reported the following outages:

1-3-19, 1-22-19, 4-5-19, 9-17-19, 10-9-19 and 11-27-19.

During those outages the system was non responsive causing patron frustration as they could not enter or exit the structure. To remedy the problem the gates were locked open to allow patrons to enter and exit the parking structures causing a loss of revenue.

Crown Castle, our current internet provider, put together a proposal for upgrading the connection in each of the parking structures to fiber and pulling the data connections back to City Hall for centralized management and connectivity. This will allow for increased speed and reliability for the current equipment and an increase in options for future equipment upgrades and projects slated for the structures. Crown Castle already has fiber running past most of the structures in the city so build out should be quick and cost effective.

Currently there are requests for the police department to place security cameras in the structures as well as a proposal for placing Kiosks in the structures and possibly a replacement of the gate equipment. These projects will need a reliable high speed connection back to city hall.

The current provider for those locations is Clear Rate – the IT department reviewed a bills from 2020 to get an idea on what we currently pay for connectivity. The total cost for all garages is \$1392.29 monthly with some variation for a 10Mbps connection.

The proposal from Crown castle offers 2 connection types, managed fiber connections and dark fiber connections.

There are two cost solutions for each connection type based on the length of contract.

That proposal is attached for your review.

The cost overview for each type and length of contract are as follows.

Managed Fiber Ethernet 100Mbps:

Dark Fiber Up to 10 Gbps:

36 month term \$2850.00 a month

36 month term \$4200.00 a month

60 month term \$2400.00 a month

60 month term \$3700.00 a month

The Managed Fiber Ethernet connection includes the endpoint hardware, is a full connectivity solution and can be easily increased if needed for an additional cost per additional bandwidth.

The Dark fiber connection will incur additional costs as the city would need to purchase the end point equipment for each end of the dark fiber connection and manage that equipment.

The IT department recommends the managed fiber solution as that gives us a better cost for service and the ability to change speeds as needed at an additional cost for that increased speed.

The IT department requested comparative quotes for a managed fiber solution from Comcast and Clear Rate as directed by the APC.

Clear Rate Managed Ethernet:

Install fee: \$2994.00

36 month: \$2094.00 per month

Comcast Managed Ethernet:

36 month: \$3250.00 per month

While Clear Rate did have a slightly lower monthly cost for their 36 month proposal once the installation costs were factored in. Their proposal only has one 100mb connection to City Hall.

The IT department suggested going with the Crown Castle 36 month managed ethernet proposal for the connectivity to the parking structures as their proposal has a 100mb connection for each parking structure.

The APC reviewed the proposals and concurred with the IT departments suggestion. They would like to upgrade the parking structures internet connections using the 36 month managed fiber Crown Castle proposal.

Monthly fee of \$570.00 per structure is to be charged to the following accounts:

PIERCE = 585-538.002-851.0000

PARK = 585-538.003-851.0000

PEABODY = 585-538.004-851.0000

N. OLD WOODWARD = 585-538.005-851.0000

CHESTER = 585-538.008-851.0000

SUGGESTED RESOLUTION:

Authorize the IT department to engage Crown Castle to upgrade the internet connection at each of the city arking structures for a term of 36 months with the monthly fee of \$570.00 charged to the each of the 5 parking structure accounts. Total cost of \$2850.00 per month Total term cost not to exceed \$102,600.00.



The fiber network that can take you anywhere.

City of Birmingham

October 19, 2020

Our strength and stability help us deliver long-term value.

\$5.8B+

annual revenue¹

**NYSE
S&P 500**

company

9,000+

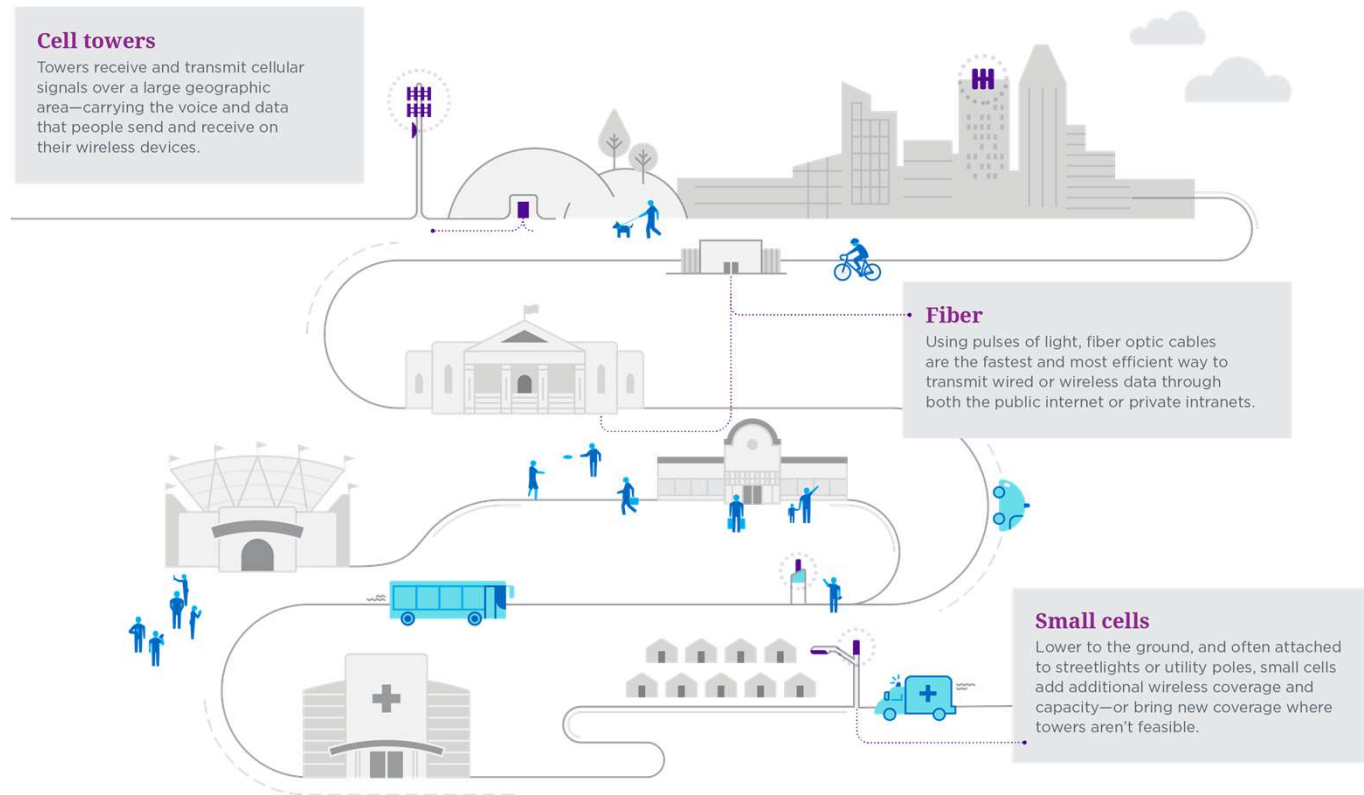
customers—a
proven track record.

25

years owning and
operating network
assets.

1. Q3 2019 LTM net revenue

With a comprehensive portfolio of infrastructure that is unique and unmatched.



The right mix of solutions for your organization.

Dark Fiber

Unlimited bandwidth with all the control you require using your own optical resources.

Wavelength

Fully managed, private, point-to-point solutions with dedicated bandwidth from 1Gbps to 100Gbps.

Ethernet

Switched and dedicated Ethernet services from 10Mbps to 10Gbps with multiple configurations.

Private Networks

Fully managed Ethernet or Wavelength solutions with the security, performance, and dedicated bandwidth you need.

Internet Access

High-performance DIA from 50Mbps to 10Gbps+ with options for bursting and bundling with Ethernet.

Cloud Connect

Numerous access points to AWS, Google, Azure and other key Cloud Service Providers.

Colocation

100+ colo facilities with high-bandwidth connectivity to our network, carrier hotels, data centers and more.

Long Haul

Nationwide long haul Ethernet and Wavelength solutions.

Added Solutions

Optical Encryption, Distributed Denial of Service (DDoS), and Video Transport.

A commitment to service and support.

We mobilize response teams around-the-clock.

- Network Operations Center (NOC)
 - Full-time employees – never outsourced
 - Direct access to a technician
 - Generator and UPS protected facilities
 - Geographically diverse NOC locations
- Emergency response teams skilled in disaster preparedness and response
 - Strategic positioning of resources before disaster strikes

24/7/365

active network surveillance to ensure systems remain up and running

99.999

we strive for the highest level of network uptime

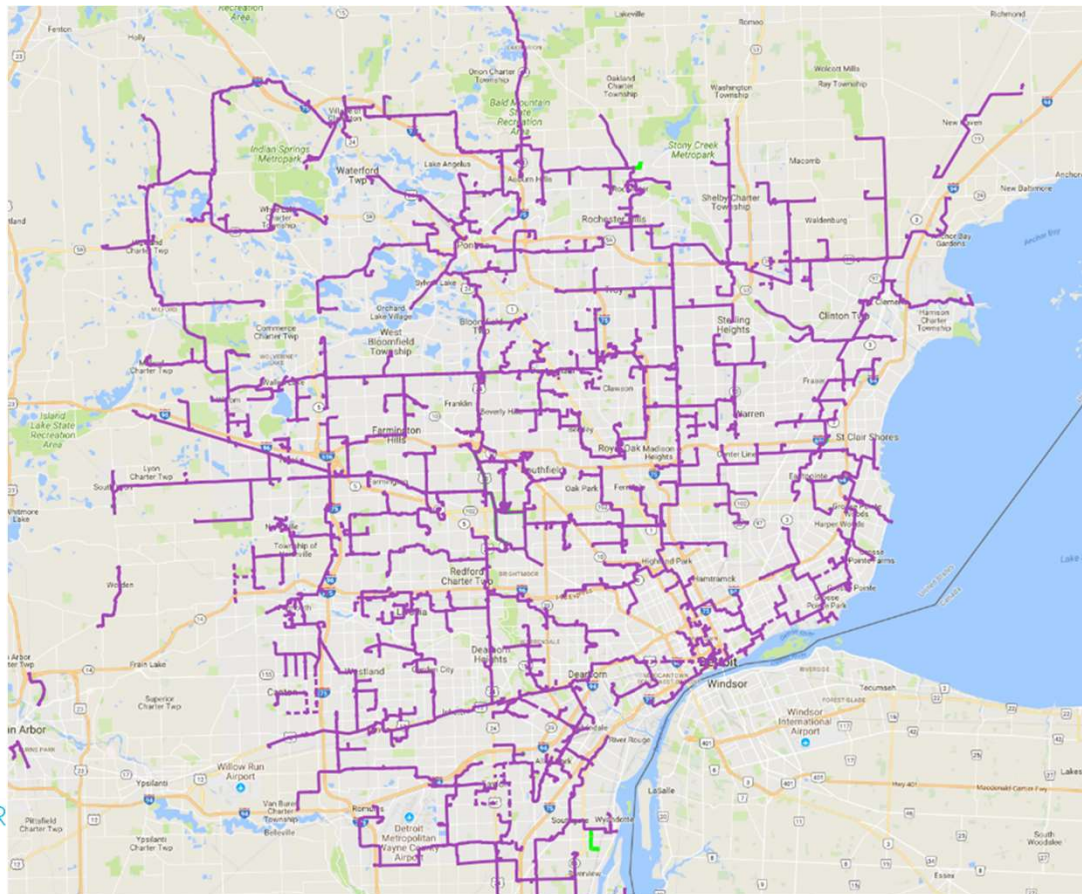
90%

of issues are resolved within the NOC and require no further escalation

2x

per year, we conduct weather and disaster simulation tests

We design our network to provide metro Detroit customers with the best solutions.



New Fiber Optic Service for Garages

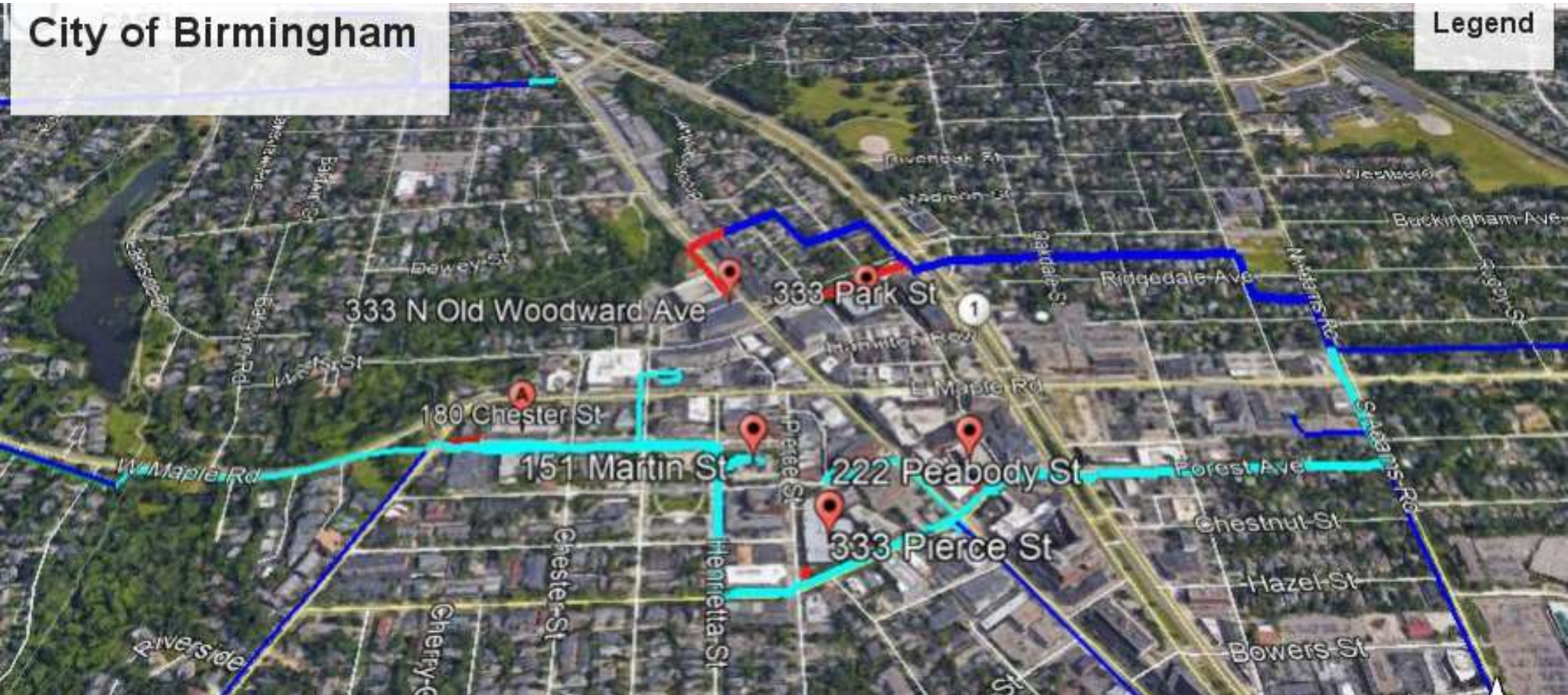
- New Fiber Optic service will increase speed and reliability for the garages. This should lead to increased profitability (interrupted transactions) and client satisfaction over the current cable modem solution.
- Fiber is a long-term strategy and very scalable for future growth.
- Crown Castle already provides fiber-optic Internet service to the City and has a detailed plan to extend Crown Castle-owned fiber to the parking garages.
- The new Crown Castle-owned fiber will also enable additional small-cell technologies under discussion.



City Hall (Hub for parking garages and existing Internet service)

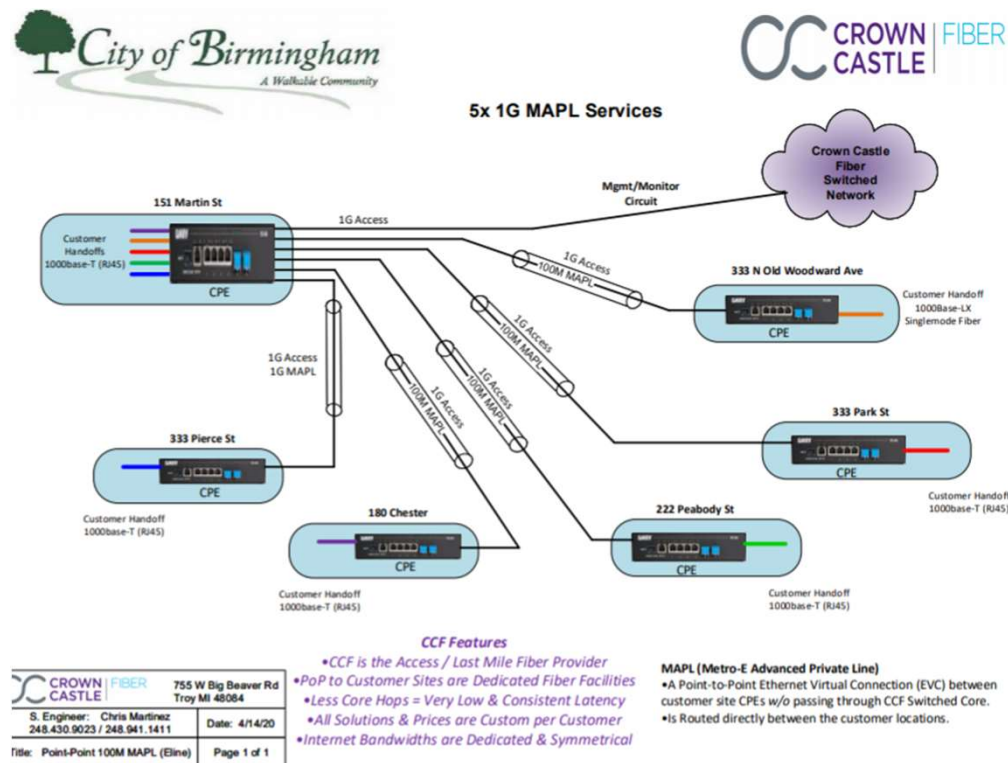
City of Birmingham

Legend



City of Birmingham, 5 parking garages

Proposed Ethernet design



Proposed solutions City of Birmingham (Ethernet)

Solution	Location	Term	NRC	MRC
Five Parking Garage locations connecting back to City Hall, 5 x 100 Mbps Metro Advanced Private Line	333 Park St., 333 N. Old Woodward, 222 Peabody, 333 Pierce, 180 Chester St. back to 151 Martin St.	36 months	\$0	\$2,850.00 / month
Five Parking Garage locations connecting back to City Hall, 5 x 100 Mbps Metro Advanced Private Line	333 Park St., 333 N. Old Woodward, 222 Peabody, 333 Pierce, 180 Chester St. back to 151 Martin St.	60 months	\$0	\$2,400.00 / month

Proposed solutions City of Birmingham (dark fiber)

Solution	Location	Term	NRC	MRC
Five Parking Garage locations connecting back to City Hall, 2 dark fibers dedicated to each site, approximately 5+ miles	333 Park St., 333 N. Old Woodward, 222 Peabody, 333 Pierce, 180 Chester St. back to 151 Martin St.	36 months	\$0	\$4,200.00 / month
Five Parking Garage locations connecting back to City Hall, 2 dark fibers dedicated to each site, approximately 5+ miles	333 Park St., 333 N. Old Woodward, 222 Peabody, 333 Pierce, 180 Chester St. back to 151 Martin St.	60 months	\$0	\$3,700.00 / month

Why Crown Castle Fiber?

LARGEST NETWORK	UNPARALLELED RELIABILITY	CUSTOMER-CENTRIC SOLUTIONS	DEMONSTRATED INNOVATION
<ul style="list-style-type: none">> Own, operate, and lease 75k+ route miles of fiber> 32k+ on-net locations> 900+ connected data centers, PoPs, COs> More diverse paths and unique routes> Nearly 100 offices nationwide	<ul style="list-style-type: none">> Offer 99.999% availability, striving for the highest level of network uptime> Emergency response team (aCERT)> 24/7 NOC support> Strong SLAs> Dedicated account team for every customer	<ul style="list-style-type: none">> Customer-first culture drives every aspect of our business> Custom designed solutions built with quality> Full transparency in fiber routes> Comprehensive suite of networking solutions	<ul style="list-style-type: none">> Setting the stage for next-gen networks and smart communities> Scalability to meet the needs of business applications—today and tomorrow> Future-proof technologies for complex solutions

Your team of fiber experts.

Sales

Kelly Locke
Account Executive
(248) 430-9035
Kelly.locke@crowncastle.com

Sales Engineering

Chris Martinez
Sales Engineer
(248) 430-9023
Chris.Martinez@crowncastle.com

Client Services

Aleksandra Harris
Client Services Manager
(312) 955-3164
Aleksandra.Harris@crowncastle.com

Network Operations

24/7/365 NOC
855-93-FIBER, Option #
FiberSupport@crowncastle.com

Service Management

STEVEN DEBALSO
Project Manager
(585) 743-1786
Steven.debalso@crowncastle.com



PROPOSAL

Presented to:



By:



Bank of America Building
2600 W. Big Beaver Rd., Ste. 450
Troy, MI 48084

Zac Matthews
zmatthews@clearrate.com
248.556.4518

SCOPE OF SERVICE

Company Name:
City of Birmingham
Service Installation Address:
Multiple Locations

Proposal Date: 4/22/2021
Agreement Term: 36 Months
Proposal Expires: 5/22/2021

Proposed Services

<u>151 Martin St. Birmingham, MI 48009</u>	<u>Units</u>	<u>Cost</u>	<u>Install</u>	<u>Total Install</u>	<u>Total</u>
<u>BroadBeam Fiber Ethernet Access</u>	1	\$349.00	\$499.00	\$499.00	\$349.00
Access Fee	1	\$0.00	\$0.00	\$0.00	\$0.00
Access Port - 100 Mbps	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Customer Premises Equipment	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Entrance Facility	1	\$0.00	\$0.00	\$0.00	\$0.00
Managed Service	1	\$0.00	\$0.00	\$0.00	\$0.00

<u>333 N. Old Woodward Birmingham, MI 48009</u>	<u>Units</u>	<u>Cost</u>	<u>Install</u>	<u>Total Install</u>	<u>Total</u>
<u>BroadBeam Fiber Ethernet Access</u>	1	\$349.00	\$499.00	\$499.00	\$349.00
Access Fee	1	\$0.00	\$0.00	\$0.00	\$0.00
Access Port - 100 Mbps	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Customer Premises Equipment	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Entrance Facility	1	\$0.00	\$0.00	\$0.00	\$0.00
Managed Service	1	\$0.00	\$0.00	\$0.00	\$0.00

<u>333 Park St. Birmingham, MI 48009</u>	<u>Units</u>	<u>Cost</u>	<u>Install</u>	<u>Total Install</u>	<u>Total</u>
<u>BroadBeam Fiber Ethernet Access</u>	1	\$349.00	\$499.00	\$499.00	\$349.00
Access Fee	1	\$0.00	\$0.00	\$0.00	\$0.00
Access Port - 100 Mbps	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Customer Premises Equipment	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Entrance Facility	1	\$0.00	\$0.00	\$0.00	\$0.00
Managed Service	1	\$0.00	\$0.00	\$0.00	\$0.00

Initial: _____

SCOPE OF SERVICE

Company Name:
City of Birmingham
Service Installation Address:
Multiple Locations

Proposal Date: 4/22/2021
Agreement Term: 36 Months
Proposal Expires: 5/22/2021

Proposed Services

<u>333 Pierce St. Birmingham, MI 48009</u>	<u>Units</u>	<u>Cost</u>	<u>Install</u>	<u>Total Install</u>	<u>Total</u>
<u>BroadBeam Fiber Ethernet Access</u>	1	\$349.00	\$499.00	\$499.00	\$349.00
Access Fee	1	\$0.00	\$0.00	\$0.00	\$0.00
Access Port - 100 Mbps	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Customer Premises Equipment	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Entrance Facility	1	\$0.00	\$0.00	\$0.00	\$0.00
Managed Service	1	\$0.00	\$0.00	\$0.00	\$0.00

<u>222 Peabody St. Birmingham, MI 48009</u>	<u>Units</u>	<u>Cost</u>	<u>Install</u>	<u>Total Install</u>	<u>Total</u>
<u>BroadBeam Fiber Ethernet Access</u>	1	\$349.00	\$499.00	\$499.00	\$349.00
Access Fee	1	\$0.00	\$0.00	\$0.00	\$0.00
Access Port - 100 Mbps	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Customer Premises Equipment	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Entrance Facility	1	\$0.00	\$0.00	\$0.00	\$0.00
Managed Service	1	\$0.00	\$0.00	\$0.00	\$0.00

<u>180 Chester St. Birmingham, MI 48009</u>	<u>Units</u>	<u>Cost</u>	<u>Install</u>	<u>Total Install</u>	<u>Total</u>
<u>BroadBeam Fiber Ethernet Access</u>	1	\$349.00	\$499.00	\$499.00	\$349.00
Access Fee	1	\$0.00	\$0.00	\$0.00	\$0.00
Access Port - 100 Mbps	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Customer Premises Equipment	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Entrance Facility	1	\$0.00	\$0.00	\$0.00	\$0.00
Managed Service	1	\$0.00	\$0.00	\$0.00	\$0.00

<u>Install Total</u>	<u>\$2,994.00</u>	
<u>Monthly Total</u>		<u>\$2,094.00</u>

Initial: _____

TERMS OF SERVICE



Sign to begin receiving superior service from Clear Rate Communications!

Billing Info:

Customer Name:

Address:

Tax ID:

This Business Service Order Agreement sets forth the terms and conditions under which Clear Rate Communications, Inc. and its operating affiliates ("Clear Rate") will provide the Services described in the attached proposal to Customer. This Agreement consists of this document, the standard Clear Rate Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of this Agreement. The Agreement shall terminate as set forth in the Terms and Conditions (<https://www.clearrate.com/business-services-terms-conditions>).

Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by both parties. All other attempts to modify the Agreement shall be void and non-binding on Clear Rate. **Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.**

Initial Term: This Agreement is effective and the parties' obligations commence upon the date of execution by Clear Rate ("Effective Date") and continues in effect for a period of **36 months** ("Initial Term") from the earlier of the date any of the services are first utilized by Customer (as determined by Clear Rate's records), or the 180th day after the Effective Date, which date shall be deemed "Start of Service Date."

Automatic Renewal and Termination: This Agreement renews automatically for successive twenty-four (24) month periods at the expiration of the Initial Term. Customer may cancel this Agreement or the twenty-four (24) month automatic renewal upon expiration of a term by providing written notice on Customer's company letterhead and signed by an officer of said company at least thirty (30) days prior to expiration of the then current term but not more than ninety (90) days prior to expiration of the then current term. If Customer cancels the automatic renewal provision, the term shall be converted to a month to month commitment. If on a month to month term, Customer understands and agrees that any promotional pricing provided under the previous term may increase to Clear Rate's regular price for the services being provided. If Customer is on a month to month term, the customer must provide at least thirty (30) days written notice on company letterhead, signed by an officer of said company, if it wishes to terminate this Agreement and all services being provided.

This Agreement shall be effective and binding upon full execution by both parties. In signing below the customer is certifying he or she has the authority to legally bind Customer to this Agreement. By signing this Agreement, Customer represents, warrants, and agrees to be bound by the terms within this document, any Amendments, the terms and conditions at <https://www.clearrate.com/business-services-terms-conditions>. By signing below the parties agree that this Agreement, which incorporates other terms by reference, is the complete agreement between the parties, and there are no other representations, warranties, terms, or conditions that govern the parties relationship, rights, and/or remedies.

Company

Signature _____

Print _____

Title _____

Date _____

Clear Rate Communications

Signature _____

Print _____

Title _____

Date _____

www.clearrate.com

877.877.4899

bizsales@clearrate.com

Clear Rate Communications, Inc., 2600 W. Big Beaver Rd. Ste. 450, Troy, MI 48084



Voice | Internet | Cloud | Managed IT

FAQS

Who is Clear Rate Communications?

Clear Rate Communications is a full service Telecommunications, Cloud, and Managed Services provider with its corporate headquarters located in Troy, Michigan.

Who are some of Clear Rate's Business Customers?

Clear Rate serves many businesses in the Public & Private Sector. This includes Government, School Districts, Hospitals, Police and fire Departments, Colleges, Banks & Financial Institutions, Manufacturers, Hotels, and many other industries.

How long has Clear Rate been providing Voice, Internet and Data service?

Clear Rate has been in business since 2001, providing service to residential and business customers for over 16 years.

How can Clear Rate provide Voice, Internet, and Data service at a lower cost than the local phone company?

In some cases, Clear Rate will bypass the local phone company facilities completely. In other cases, Clear Rate will lease only one network element referred to as the "local loop" from the local phone company, which they are required to lease due to deregulation. All or most of the network elements are provided by Clear Rate via a fiber-optic network. This allows Clear Rate to provide extremely reliable service at very competitive rates.

Is Clear Rate just reselling Voice, Internet, and Data service like other providers do?

No. Clear Rate provides service using its own network, fiber equipment, routers, switching facilities, and equipment. Clear Rate is directly connected to the public telephone network, the 911 emergency systems, and major internet exchanges. Many companies will buy all Voice, Internet, and Data services wholesale and sell the service as their own which can lead to long repair and service change delays.

What makes Clear Rate service reliable?

The Fiber network, equipment, and back-up systems Clear Rate uses are compliant with FCC standards for back-up power and redundancy. Our network has redundant Generator and HVAC systems that are monitored 24/7, receive regularly scheduled physical inspection, and are proactive maintained to ensure continued operation even in extended power outages.

What are the main benefits of purchasing integrated Voice, Internet, and Data service?

Integrated Voice, Internet, and Data service provides reliable Business-Class service. Repair issues are uncommon, and when they do occur, they have a repair interval of 4 hours on average.

How long will it take to install our business service?

Standard installation is complete in 2-3 weeks after a signed agreement is received. We can schedule installation dates earlier or later than this to accommodate various customer needs.

Will I see a local phone technician or a Clear Rate Technician?

It depends on the solution. In many cases a local phone technician will install the local loop and a Clear Rate technician will install equipment and test your service prior to service turn-up.

Do I have to buy any special equipment?

No. Our equipment will work with virtually any phone system or customer-owned equipment.

Does Clear Rate provide any equipment?

Yes. Clear Rate will provide integrated access equipment and a power spike cube (a one-socket power strip to protect the Clear Rate equipment from power spikes).

Is there any downtime?

Yes. Downtime is typically less than 10 minutes on the day we transfer service. We conduct all work before the day of the service transfer, which minimizes downtime.

Can I transfer all of my existing phone numbers?

Yes, as well as add new telephone numbers.

If I select an unlimited calling plan, are there any calls I would be charged for?

Yes. There is a charge associated with International calling, Directory-Assistance calls and customer-owned toll-free calls (incoming). Your local and domestic long-distance in the lower 48 states are free.

Who do I call if there is a service issue?

Please contact Clear Rate Repair at 1-866-366-4665 for any repair issues.

Is electronic billing and reporting available?

Yes. You can sign-up at www.clearrate.com to view your account and service electronically. Additionally, you can pull call usage reports.

www.clearrate.com

877.877.4899

bizsales@clearrate.com

Clear Rate Communications, Inc., 2600 W. Big Beaver Rd. Ste. 450, Troy, MI 48084

City of Birmingham

151 Martin St.
Birmingham, MI
248.530.1885

DATE April 30, 2021

Prepared For:

Quotation valid until: May 20, 2021

Eric Brunk
Agreement Term: 36 month

Prepared by: Jeffrey Judson

Site - Description	MRC	NRC
Ethenet Private Line (EPL) 200MBPS <i>Per Circuit</i>	\$ 650.00	
Ethenet Private Line (EPL) 300MBPS <i>Per Circuit</i>	\$ 740.00	
Total Cost Monthly		

QUOTE INCLUDES PRICING FOR EQUIPMENT

THANK YOU FOR YOUR BUSINESS!

COMCAST
BUSINESS

DATE: June 4, 2021

TO: Thomas M. Markus, City Manager

FROM: James J. Surhigh, Consulting City Engineer

SUBJECT: Engineering & Transportation Consultant's Agreements

INTRODUCTION:

The City has engaged the services of MKSK, Fleis & Vandenbrink, and OHM Advisors to provide professional services related to transportation planning, traffic engineering, and road construction professional services. The existing Consultant Contracts between each of these firms and the City have termination dates that have been reached, and an amendment and new contracts are proposed for continuation of the professional services being provided by each of the consulting firms.

BACKGROUND:

MKSK Conceptual Design Services for Old Woodward & Maple Corridors

The City engaged the services of MKSK on October 10, 2016 to review the City's existing plans governing all elements involving Old Woodward and Maple corridors. After an analysis of the City's existing preliminary concept plans and public input session, the consultant presented preliminary design plans for approval by the City Commission. These design plans set forth a new road design, as well as numerous streetscape elements that were incorporated into the final design. MKSK's contract was amended in 2017 to provide additional services related to preparing final documents for Phase 1 of Old Woodward. In 2018, MKSK provided preliminary design services for the Maple Road project (Phase 2), which was effectuated through the then-current contract for Multi-Modal Transportation Consulting Services. MKSK's efforts on both Phase 1 and Phase 2 of the project were exemplary and significantly contributed to the successful completion of the first two phases. MKSK is providing a proposal outlining the proposed preliminary design services related to the upcoming Old Woodward Phase 3 project, and the Engineering Department recommends their contract for conceptual design services specific to Old Woodward be amended for a second time to provide these important services to the City and ensure a consistent approach is taken for conceptual design development and public engagement.

MKSK and Fleis & Vandenbrink Multi-Modal Transportation Consulting Services

The City engaged the services of both MKSK and Fleis & Vandenbrink on December 7, 2017 and February 12, 2018, respectively, to provide as-requested consulting services related to multi-modal transportation review of project plans (both private commercial and public improvements) and participation on the City's Multi-Modal Transportation Board. Both contracts included a termination date of January 23, 2021. Both firms have performed their duties exceedingly well, and the Engineering Department recommends that both contracts be renewed so they can continue to provide as-requested multi-modal transportation consulting services.

OHM Advisors Construction Engineering Services

The City engaged the services of OHM Advisors in 2018 to provide construction engineering and related professional services for the Old Woodward Reconstruction Project Phase 1. OHM provided similar services for the Maple Road Reconstruction Project (Phase 2 of the downtown project) in 2020. The original agreement included a 3-year term, which was reached on January 22, 2021. The Engineering Department has been extremely satisfied with the services provided by OHM on these complicated and difficult construction projects, and we believe they significantly contributed to the successful completion of both projects. We are therefore recommending that the contract be renewed with the intent that OHM's services would be employed in a similar manner on the upcoming Old Woodward Reconstruction Phase 3.

LEGAL REVIEW:

The City Attorney reviewed each of the contractual circumstances, and has prepared the new contracts or contract amendment for each case as appropriate.

FISCAL IMPACT:

The contracts being considered include anticipated professional services, the costs for which are accounted for in the current budget planning for the Major Streets Fund, Local Streets Fund, General Fund Sidewalks, Sewer Fund, and Water Fund accounts.

PUBLIC COMMUNICATIONS:

Not applicable.

SUMMARY:

The City has engaged the services of MKSK, Fleis & Vandenbrink, and OHM Advisors to provide professional services related to transportation planning, traffic engineering, and road construction professional services. The existing Consultant Contracts between each of these firms and the City have termination dates that have been reached, and an amendment or new contracts are proposed for continuation of the professional services being provided. Four separate suggested resolutions, labeled A through D, have been provided for the City Commission to act upon for each of the professional services contracts being proposed.

ATTACHMENTS:

- Second Amendment to the MKSK Old Woodward Corridor Agreement
- MKSK Multi-Modal Transportation Consultant Contract
- Fleis & Vandenbrink Multi-Modal Transportation Consultant Contract
- OHM Advisors Consulting Agreement

SUGGESTED RESOLUTIONS:

A: To execute the Second Amendment to the MKSK Old Woodward Corridor Agreement to provide preliminary design development, public engagement, and detailed design input services in accordance with their June 2, 2021 proposal, for an amount not to exceed \$178,380.00, to be charged to the Major Street Fund account #202-449.001-981.0100; and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

B: To execute the MKSK Multi-Modal Transportation Consultant Contract to provide as-requested professional services related to multi-modal transportation reviews and participation with the Multi-Modal Transportation Board, for a three-year term, to be charged to the Major Street Fund account #202-449.007-804.0100 and Local Street Fund account #203-449.007-804.0100 as appropriate; and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.

C: To execute the Fleis & Vandenbrink Multi-Modal Transportation Consultant Contract to provide as-requested professional services related to multi-modal transportation reviews and participation with the Multi-Modal Transportation Board, for a three-year term, to be charged to the Major Street Fund account #202-449.007-804.0100 and Local Street Fund account #203-449.007-804.0100 as appropriate; and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.

D. To execute the OHM Advisors Consulting Agreement to provide as-requested professional services including, but not limited to, construction engineering and administration services, for a three-year term, to be charged to the General Fund, Sidewalks account #101-444.001-981.0100, Major Street Fund account #202-449.001-981.0100, Local Street Fund account #203-449.001-981.0100, Sewer Fund account #590-536.001-981.0100, and/or Water Fund account #591-537.004-981.0100 as appropriate; and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

**SECOND AMENDMENT TO THE MKSK OLD WOODWARD
CORRIDOR AGREEMENT**

THIS SECOND AMENDMENT to the MKSK Old Woodward Corridor Agreement ("Agreement") made this ____ day of _____, 2021 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Street, P.O. Box 3001, Birmingham, Michigan, 48012 (hereafter "CITY"), and **MKSK, LLC**, having its principal office at 462 South Ludlow Alley, Columbus, OH 43215 (hereinafter "CONSULTANT"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have the Old Woodward Corridor Agreement amended to add an addition to the scope of work; and,

WHEREAS, the CONSULTANT, also desires to amend the contract.

NOW, THEREFORE, AND IN CONSIDERATION OF THE RESPECTIVE AGREEMENTS AND UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

The Old Woodward Corridor Agreement dated October 10, 2016 shall be and the same is hereby amended to add Exhibit A the MKSK Old Woodward Streetscape Phase 3 (MKSK #d21205) dated June 2, 2021, which is attached hereto and incorporated by reference, and also amends the payment and costs due as priced on the Fee Schedule attached hereto and incorporated herein as Exhibit A. All of the remaining terms and conditions set forth in the October 10, 2016 Agreement shall remain in full force and effect. However, notwithstanding the term of the agreement, the City shall have the right to terminate this Agreement on ten (10) days written notice. In the event of termination, the Consultant shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all information, documents and recommendations prepared by the Consultant through such date.

MKSK, LLC

By:_____

Its:_____

)

)

)

_____, who acknowledged that with authority on behalf of **MKSK, LLC** to do so he/she signed this Agreement.

Notary Public

_____County, Michigan

Acting in _____ County, Michigan

My commission expires: _____

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, Clerk

Approved:

James J. Surhigh,
Consulting City Engineer
(As to Substance)

Thomas M. Markus, City Manager
(As to Substance)

Mark Gerber, Director of Finance
(As to Financial Obligation)

Mary M. Kucharek, City Attorney
(As to Form)

EXHIBIT A

June 2, 2021

MKSK

James J. Surhigh, P.E.
Consulting City Engineer
City of Birmingham Municipal Building
151 Martin Street
Birmingham, Michigan 48012

**RE: Old Woodward Streetscape Phase 3
MKSK #d21205**

Dear Mr. Surhigh:

MKSK is pleased to present our proposal for the above referenced project for consideration and to continue our positive and successful relationship with the City of Birmingham.

Building upon the successful completion of Phases I & II of the Old Woodward Ave / Maple Street streetscape projects, MKSK has demonstrated a proven process that is effective in establishing and delivering a comprehensive vision for Downtown Birmingham. Our process thoroughly engages property owners, business/institutional leaders, and the general community to understand their concerns and desires in a way that is understandable by using graphic presentations of options and opportunities. It applies the proper urban design thinking and creative process needed to reinforce the unique character of Downtown Birmingham by establishing a “signature street” experience. This creative process is *rooted* in the realities of a sound engineering practice (traffic movements, drainage issues, utility runs, lighting levels, maintenance of traffic), accurate costing analysis, budgets, and phased implementation strategies.

Given our valued relationship with you and the positive experience working in this community on past undertakings, we would be very pleased to continue on with this project. I look forward to your favorable review of our proposal.

Sincerely,
MKSK, Inc.

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

Matthew W. Manda, PLA, ASLA
Principal

Project Understanding

The Old Woodward Avenue Phase III projects limits begin at the intersection of E Brown Street moving south to Landon Street / Woodward Avenue. Phase III marks the third and final phase of larger effort to enhance Downtown Birmingham's two major streetscapes, Old Woodward and Maple Road. To date, considerable planning and design efforts have been conducted at the direction of the City of Birmingham to enhance the entire right-of-way of these corridors from storefront to storefront that includes sidewalks, road configuration/width, intersections/crosswalks, bicycle facilities, lighting, plantings, furniture, and other elements making a more welcoming and functional public domain for the city. Additionally, considerable private investment has been or will be made along the corridor including renovations to the Daxton Hotel, the Restoration Hardware / mixed-use development, and the Hazel Street development to name a few. Likewise, numerous planning efforts has been generated in the past that speaks to the corridor's condition, including the Downtown Birmingham 2016 Plan, Birmingham Future Land-use Plan, 1980, Alleys and Passages Plan, 2012, Multi-modal Transportation Plan, 2013, Downtown Birmingham Streetscape Standards and a draft report of The Birmingham Plan 2040.

While the goals of each of these independent plans remain valid, a focused review would be required to align connections to one another and the conditions of the day. The following scope of services intends to understand the details and intent of each plan, work closely with city staff to evaluate recommendations, thoroughly analyze concept plans, engage the public through Open House sessions, and provide a coordinated set of Contract Documents for bidding and construction. Attractive, descriptive, and accurate to-scale graphics are to be produced to sufficiently communicate the design intent to all audiences.

Based on this understanding of the project, we propose the following Scope of Services.

TASK I – PROJECT KICK-OFF

- a. Conduct Meeting with City to discuss the approach, schedule of production, preliminary design thoughts, establish communications protocol, clarify the issues/goals for the project, and establish Project Committee of key stakeholders with representation from the various city departments, key property/business owners, and others to be determined by the city.
- b. Conduct a corridor "walk-through" by the Design Team to view and discuss corridor issues. Prepare general assessment of existing site conditions, identify issues/problem areas, opportunities, and constraints. Assessment will focus on key corridor systems including:
 - i. Adjacent building arrangements and spaces (doors, outdoor dining/retail areas, service)
 - ii. Vehicular circulation relative to lane configurations, access to sites, and service areas
 - iii. On-street parking

- iv. Lighting and signal systems
 - v. Amenities and natural features such as major trees and plantings
 - vi. Pedestrian and Bicycle Circulation
 - vii. Current drainage facilities
 - viii. Visibility
 - ix. Community connection issues/opportunities
- c. Meet with city staff, and others as deemed germane to the long-term function and upkeep of the corridor, to fully understand their thoughts at the beginning of the design process.
- d. Gather street and utility plans in CAD form, surveys, and development plans of surrounding properties and any other pertinent information provided by the city. Photo inventory of key corridor sections and details as necessary.
- e. Assess apparent safety deficiencies brought to our attention by city staff or stakeholders, and areas of concern.
- f. Create base plans to act as the basis for moving forward with future conditions planning. This proposal assumes that the recently prepared preliminary street plans commissioned by the city in July 2016 are of sufficient quality and accuracy to serve as these base plans and may be augmented by the design team as may be necessary to include other corridor issues. Additional and more detailed site survey information including overhead and underground utilities may be required.

Deliverables

Base plan, meeting minutes, Issues & Opportunities assessment with plans, photo images, analysis in plan form, presented in PowerPoint format with hardcopies made available.

TASK II – CONCEPTUAL CORRIDOR DESIGN

- a. Conduct extensive review of each of the above-mentioned planning documents and the recently prepared preliminary street plan. specific attention to be paid to the following:
 - i. Vehicle lane design and function – capacity for vehicles will be reviewed while at the same time incorporating pedestrians and transit needs.
 - ii. Intersection design – opportunities to reduce crossing lengths will be evaluated, storage lengths for turn lanes will be reviewed.
 - iii. Sidewalk design – in addition to maximizing the sidewalk space and usage, ADA requirements will be reviewed to assure requirements are met.
 - iv. Crosswalk design and placement – the provision of visible and properly designed crosswalks will be noted.
 - v. Alley and passage system – the Alleys and Passages Plan will be reviewed, and recommendations incorporated.

- vi. Bicycle facilities – review the Multi-Modal Transportation Plan to look for opportunities to incorporate bicycle facilities.
 - vii. Transit facilities – transit stop locations will be evaluated and enhanced where possible.
 - viii. On-street parking – opportunities to maximize parking will be evaluated, research will be conducted on what other similar communities are doing and then compared to preliminary plans.
 - ix. Street lighting and street furnishings
 - x. Street trees and landscaping
 - xi. Signage – traffic signage will be reviewed and where possible minimized to reduce clutter. Locations for the placement of wayfinding and City promotion will be evaluated.
 - xii. Redevelopment opportunities study, identifying potential private/public partnership potentials. Study to include site plan and massing study with initial supporting development data.
- b. Prepare draft Comprehensive Corridor Plan which accommodates all elements described above, works together with buildings, infrastructure, and meets the design and functional recommendations of the City's master plan.
 - c. Assemble "best practices" imagery of other significant and desirable street environments plus individual street elements such as pavements, plantings, signs, furniture, etc., to help communicate design intent.
 - d. Conduct meetings (3-4 total) with city staff, key stakeholders, and City council to present initial designs, solicit comment, and prepare for public open house.

Deliverables

Streetscape plans, best practices imagery, presented in PowerPoint format and hardcopies.

TASK III - PUBLIC OPEN HOUSE

- a. Assist the City with presenting the project to the public via Engage Birmingham to inform them of the scope of the project, review the goals of the corridor enhancement project, and solicit their early opinions on design direction.
- b. Summarize findings/results of the public open house and review with Project Committee for their concurrence and direction.

Deliverables

Graphic plans and draft perspective drawings, Meeting minutes/summary.

TASK IV - IMPLEMENTATION PLAN

- a. Refine corridor design and specific design criteria for entire corridor and sub-areas from comments received above.
- b. Identify preliminary materials and amenities that include hardscape materials, planting, lighting, signage, utilities, street furniture, and other critical features, yet to be identified, that are in keeping with the above findings.
- c. Prepare graphic plan and illustrations such as sections, enlarged plans, and supporting design criteria, if necessary.
- d. Conduct meetings (3-4 total) with city staff, key stakeholders, and City council to present the preferred direction of the final design plan.
- e. Prepare compendium document in PowerPoint format including Comprehensive Plan, supporting graphics, details, and documentation of process including alternate concepts.
- f. Define project scope and include general budgetary information for all scope items including but not limited to roadway section, curbing, sidewalks, plantings, streetscape lighting, site furnishings, signage & wayfinding, and any utility improvements within corridor.

Deliverables

Corridor-wide plan of Old Woodward from Brown to Landon, both in hard copy and digital form, a color rendered area plan, compendium document of intermediate drawings, notes, images along with reduced versions of the above segment plans design criteria for each specific street element presented in PowerPoint format with hardcopies made available.

TASK V - DETAILED DESIGN INPUT / REVIEW

- a. In consultation with the lead consulting civil engineer, MKSK will prepare, research, select, and forward certain design information and detailed construction-related information, CAD or hand sketch, to the consulting engineer for their refinement/incorporation into their final drawings and specifications. MKSK will not be submitting signed/sealed documents. These efforts are broken down into two (2) separate geographic areas below.
 - i. Vehicular way (generally back-of-curb to back-of curb)
 1. Select and inform specialty pavement type, color, standard of manufacturer.
 2. Crosswalk and pavement markings recommendations.
 3. Suggested street/curb sections at major intersections, detail/construction technique recommendation.
 4. Median treatments including curb, plantings, pavement infills.
 5. All final design detailing and specifications to be by consultant engineer as part of the bidding and construction document set being prepared by them.

6. Editorial review of the above consultant engineer-produced documents as an assistance in understanding design intent and utilization of our experiences on other similar projects being brought to bear here.
- ii. Pedestrian Environment (generally back-of-curb to face of building)
 1. Select and inform hardscape elements including walkway pavement, intersection corners, bollards, planter curbs all in terms of material, color, texture.
 2. Light fixture selection and locations (horizontally) with photometrics, installation/foundations, circuitry by third party engineer.
 3. Planting soils and plant location/selection recommendations.
 4. Street furniture and incidentals including benches, bike racks, trash receptacles, parking meters horizontally located, and furniture manufacturers/models selected.
 5. All final design detailing and specifications to be by consultant engineer as part of the bidding and construction document set being prepared by them.
 6. Editorial review of the above consultant engineer-produced documents as an assistance in understanding design intent and utilization of our experiences on other similar projects being brought to bear here.

Deliverables

Design drawings/sketches, free hand drawn, and CAD produced, product cut-sheets

TASK VI - BIDDING/CONTRACT ADMINISTRATION – IF AUTHORIZED / NOT IN BASE FEE

- a. During the course of bidding, participate as requested in pre-bid meetings, assistance to consultant engineer in their clarifications/addenda preparations.
- b. Assist the city and their consultant engineer in reviewing bid forms and consulting into the vetting/award process.
- c. Attend pre-construction meetings as requested.
- d. Aid the consultant engineer in their review of contractor submittals, RFI clarifications, and supplemental drawing preparation.
- e. Periodic on-site review of the construction activity as an aid to the city and consultant engineer in their performance of overall contract administration services. All such reviews to be in the company of the city and/or the consultant engineer, who is to be the official connection/communicator with the contractor.
- f. Input into the punch list preparation, back check and close-out of the construction project by the city and consultant engineer.

Deliverables

Miscellaneous drawing and memorandum input and editing, on-site field observation.

ASSUMPTIONS

1. Base survey information utilized in this study has been provided by the City in the form of CAD base maps with property lines from another consultant for use in our analysis and presentations.
2. Utility information to be utilized by the study, to be as compiled from City-provided utility index maps and assumed to be general/conceptual in nature.

ADDITIONAL SERVICES

The following listing represents service provision opportunities that may be deemed important and necessary by the city and appear in no particular order.

1. Bidding / Contract Administration Services (see Task VI).
2. Comprehensive and field verified compilation of overhead and underground utility information from public and private sources to include the City of Birmingham and private service providers.
3. In-field GPS-based detailed tree and planimetric feature survey information rectified with above referenced site survey information.
4. Complete and detailed site survey of the existing conditions for the entire corridor, including field verification of site conditions.
5. Public process, including city commission or other public body presentations, outside of those specifically described above can be provided for as additional service.
6. Conduct traffic movement and volume study for Old Woodward Avenue from and including the Brown Street intersection to and including the Landon Street intersection.
7. Details street tree condition assessment and location survey.

PROFESSIONAL FEES

For the above stated services and on the schedules put forth herein, MKSK proposes the following fee structure.

TASK I - IV PROJECT KICK-OFF thru IMPLEMENTATION PLAN

Hourly, not-to-exceed\$138,880.00

TASK V DETAILED DESIGN INPUT/REVIEW

Hourly, not-to-exceed\$39,500.00

Should these arrangements be acceptable to you, please provide your preferred method of contract and any supplemental information that you may need. We are prepared to begin our work immediately.

Respectfully Submitted,
MKSK, Inc.

A handwritten signature in black ink, appearing to read 'M Manda', with a stylized, flowing script.

Principal, Matthew W. Manda, RLA, ASLA
mmanda@mkskstudios.com

HOURLY RATES

MKSK



Standard hourly rates / additional services

If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably be adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal. Rates may be adjusted annually.

Principal	\$ 210
Senior Associate	\$ 165
Associate	\$ 150
Landscape Architect III	\$ 125
Landscape Architect II	\$ 115
Landscape Architect I	\$ 105
Urban Planner III	\$ 125
Urban Planner II	\$ 115
Urban Planner I	\$ 105
Graphic Designer III	\$ 125
Graphic Designer II	\$ 105
Graphic Designer I	\$ 95
Intern	\$ 70
Administration	\$ 70

CITY OF BIRMINGHAM
MULTI-MODAL TRANSPORTATION CONSULTANT CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, hereinafter referred to as the CITY, and **MKSK**, having its principal office at 4219 Woodward Avenue, Suite #305, Detroit, MI 48201, hereinafter referred to as the CONSULTANT.

W I T N E S S E T H:

WHEREAS, the CITY would like to engage the professional services of the CONSULTANT to perform services for the Multi-Modal Transportation Board; and,

WHEREAS, the CONSULTANT is willing to render such services desired by the CITY for the considerations hereinafter expressed.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. The CONSULTANT shall perform consulting services for the CITY.

The CONSULTANT will provide said services only when requested to do so in writing by the City Manager or his designee.

2. The CONSULTANT shall perform all work under the direction of the City Manager or his designee.

3. The CITY agrees to pay the CONSULTANT for services rendered on the basis of an hourly fee as set forth in Exhibit A which is attached hereto and made a part hereof. The hourly fee may be reviewed and adjusted annually by mutual consent of both parties in writing. The CONSULTANT shall submit billings on a regular basis, but no more than once a month.

4. This Agreement shall commence on _____, 2021 and shall terminate on _____, 2024. However, notwithstanding the term of the agreement, the City shall have the right to terminate this Agreement on ten (10) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all information, documents and recommendations prepared by the Contractor.

5. If the CONSULTANT fails to perform its obligations hereunder, the CITY may take any and all remedial actions permitted by law.

6. The CONSULTANT shall hire personnel of good character and fitness to perform the duties under this Agreement.

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

8. 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.

9. To the fullest extent permitted by law, the CONSULTANT and any entity or person for whom the CONSULTANT 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 their behalf 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 their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the CONSULTANT including its employees and agents, in the performance of 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.

The CITY agrees that the contractors shall be solely responsible for job site safety and all contractors shall be required in the CITY'S contract with such contractors to indemnify the CONSULTANT for any liability incurred by the CONSULTANT as a result of the contractor's negligent acts or omissions. However, such indemnification shall not extend to liability resulting from the negligence of the CONSULTANT.

10. The CONSULTANT shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The CONSULTANT shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: CONSULTANT 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.

- B. Commercial General Liability Insurance: CONSULTANT 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 Insurance: CONSULTANT 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: The Commercial General Liability and Motor Vehicle Liability, 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 employees, all boards, commissions and/or authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from CONSULTANT under this Section.
- E. Professional Liability Insurance: If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than \$2,000,000 per claim if CONSULTANT will provide service that are customarily subject to this type of coverage.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional Liability Insurance and Motor Vehicle 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: Director of Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- G. Proof of Insurance Coverage: CONSULTANT shall provide the CITY at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;

- 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;

H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, CONSULTANT shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

11. 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 CONSULTANT, the CITY shall have the right to terminate this Agreement without further liability to the CONSULTANT if the disqualification has not been removed within thirty (30) days after the CITY has given the CONSULTANT 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.

12. The CONSULTANT and the CITY agree that the CONSULTANT is acting as an independent contractor with respect to the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall not be considered 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.

13. The CONSULTANT agrees that it will apply for and secure all permits and approvals as may be required from the CITY in accordance with the provisions of applicable laws and ordinances of the CITY, State of Michigan or federal agencies.

14. This Agreement shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY and CONSULTANT. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this Agreement without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

15. The CITY shall be the owner of all the drawings, specifications or other documents prepared by the CONSULTANT. Any modifications made to the drawings by the CITY shall be clearly marked as such on the modified document. The CITY may not use these documents for any purpose other than pursuant to the activities provided for in this Agreement.

16. Notices shall be given to:

- a. City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012-3001
Attention: Alexandria D. Bingham, City Clerk

With copies to:

Mary M. Kucharek, City Attorney
Beier Howlett, P.C.
3001 W. Big Beaver Road, Ste. #200
Troy, MI 48084

- b. MKSK
4219 Woodward Avenue, Suite #305
Detroit, MI 48201
Attention: Brad Strader, AICP, PTP, Senior Associate

17. The CONSULTANT 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 CONSULTANT recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the CONSULTANT agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The CONSULTANT 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 CONSULTANT further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

18. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The CONSULTANT 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.

19. 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.

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 parties hereto have executed this Agreement on the day and year first above written.

MKSK

By: _____
Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2021, before me personally appeared _____, who acknowledged that with authority on behalf of MKSK to do so he signed this Agreement.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan

My commission expires: _____

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, Clerk

APPROVAL (Sec 2-289 City Code)

Thomas M. Markus, City Manager
(As to substance)

James J. Surhigh, Consulting City Engineer
(As to substance)

Mark Gerber, Director of Finance
(As to Financial Obligation)

Mary M. Kucharek, City Attorney
(As to form)

EXHIBIT A

HOURLY RATES

MKSK



Standard hourly rates / additional services

If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably be adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal. Rates may be adjusted annually.

Principal	\$ 210
Senior Associate	\$ 165
Associate	\$ 150
Landscape Architect III	\$ 125
Landscape Architect II	\$ 115
Landscape Architect I	\$ 105
Urban Planner III	\$ 125
Urban Planner II	\$ 115
Urban Planner I	\$ 105
Graphic Designer III	\$ 125
Graphic Designer II	\$ 105
Graphic Designer I	\$ 95
Intern	\$ 70
Administration	\$ 70

CITY OF BIRMINGHAM
MULTI-MODAL TRANSPORTATION CONSULTANT CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, hereinafter referred to as the CITY, and **FLEIS & VANDENBRINK**, having its principal office at 27725 Stansbury, Suite #150, Farmington Hills, Michigan, 48334, hereinafter referred to as the CONSULTANT.

W I T N E S S E T H:

WHEREAS, the CITY would like to engage the professional services of the CONSULTANT to perform services for the Multi-Modal Transportation Board; and,

WHEREAS, the CONSULTANT is willing to render such services desired by the CITY for the considerations hereinafter expressed.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. The CONSULTANT shall perform consulting services for the CITY.
2. The CONSULTANT will provide said services only when requested to do so in writing by the City Manager or his designee, and shall perform all work under the direction of the City Manager or his designee.
3. The CITY agrees to pay the CONSULTANT for services rendered on the basis of an hourly fee as set forth in Exhibit A which is attached hereto and made a part hereof. The hourly fee may be reviewed and adjusted annually by mutual consent of both parties in writing. The CONSULTANT shall submit billings on a regular basis, but no more than once a month.
4. This Agreement shall commence on _____, 2021 and shall terminate on _____, 2024. However, notwithstanding the term of the agreement, the City shall have the right to terminate this Agreement on ten (10) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all information, documents and recommendations prepared by the Contractor.
5. If the CONSULTANT fails to perform its obligations hereunder, the CITY may take any and all remedial actions permitted by law.
6. The CONSULTANT shall hire personnel of good character and fitness to perform the duties under this Agreement.
7. The CONSULTANT 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 CONSULTANT shall inform the CITY of all claims or suits asserted against it by the CONSULTANT'S employees

who work pursuant to this Agreement. The CONSULTANT shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

8. 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.

9. 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 their behalf 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 or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of any negligent act or omission of the Contractor to the extent permitted by law. 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.

The Contractor agrees to defend and hold harmless the City from any and all liability outside the scope of this Agreement for acts and omissions of the Contractor's employees or agents providing services to the City.

10. The CONSULTANT shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The CONSULTANT shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: CONSULTANT 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.

- B. Commercial General Liability Insurance: CONSULTANT 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 Insurance: CONSULTANT 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: The Commercial General Liability and Motor Vehicle Liability, 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 employees, all boards, commissions and/or authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from CONSULTANT under this Section.
- E. Professional Liability Insurance: If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than \$2,000,000 per claim if CONSULTANT will provide service that are customarily subject to this type of coverage.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional Liability Insurance and Motor Vehicle 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: Director of Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- G. Proof of Insurance Coverage: CONSULTANT shall provide the CITY at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 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;

H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, CONSULTANT shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

11. 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 CONSULTANT, the CITY shall have the right to terminate this Agreement without further liability to the CONSULTANT if the disqualification has not been removed within thirty (30) days after the CITY has given the CONSULTANT 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.

12. The CONSULTANT and the CITY agree that the CONSULTANT is acting as an independent contractor with respect to the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall not be considered 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.

13. The CONSULTANT agrees that it will apply for and secure all permits and approvals as may be required from the CITY in accordance with the provisions of applicable laws and ordinances of the CITY, State of Michigan or federal agencies.

14. This Agreement shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY and CONSULTANT. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this Agreement without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

15. The CITY shall be the owner of all the drawings, specifications or other documents prepared by the CONSULTANT. Any modifications made to the drawings by the CITY shall be

clearly marked as such on the modified document. The CITY may not use these documents for any purpose other than pursuant to the activities provided for in this Agreement.

16. Notices shall be given to:

- a. City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012-3001
Attention: Alexandria D. Bingham, Clerk

With copies to:

Mary M. Kucharek, City Attorney
Beier Howlett, P.C.
3001 W. Big Beaver Road, Ste. #200
Troy, MI 48084

- b. Fleis & Vandenbrink
27725 Stansbury, Suite #150
Farmington Hills, MI 48334
Attention: Paul Galdes, President

17. The CONSULTANT 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 CONSULTANT recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the CONSULTANT agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The CONSULTANT 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 CONSULTANT further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

18. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The CONSULTANT 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.

19. 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.

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 parties hereto have executed this Agreement on the day and year first above written.

FLEIS & VANDENBRINK

By: _____

Its: _____

STATE OF MICHIGAN)

) ss:

COUNTY OF OAKLAND)

On this _____ day of _____, 2021, before me personally appeared _____, who acknowledged that with authority on behalf of FLEIS & VANDENBRINK to do so he/she signed this Agreement.

Notary Public

_____ County, Michigan

Acting in _____ County, Michigan

My commission expires: _____

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, Clerk

APPROVAL (Sec 2-289 City Code)

Thomas M. Markus, City Manager
(As to substance)

James J. Surhigh, Consulting City Engineer
(As to substance)

Mark Gerber, Director of Finance
(As to Financial Obligation)

Mary M. Kucharek, City Attorney
(As to form)

EXHIBIT A

PROFESSIONAL RATE SCHEDULE

As projects are identified and selected for funding, we propose to provide appropriate project scopes and budgets using the following rates:

Classification	Rate
CIVIL ENGINEERS	\$102 - \$221
Engineers-in-Training	\$102 - \$111
Engineers	\$111 - \$135
Project Engineers	\$130 - \$140
Engineer Managers	\$144 - \$165
Senior Engineer Managers	\$182 - \$221
Principals-in-Charge	\$203 - \$221
PROJECT MANAGERS	\$137 - \$180
Project Managers	\$137 - \$170
Senior Project Managers	\$175 - \$180
TECHNICIANS	\$72 - \$146
Technicians	\$72 - \$108
Environmental Technicians	\$78 - \$83
Office Technicians	\$90 - \$95
Senior Engineer Technicians	\$113 - \$146
SURVEYING	\$97 - \$158
Survey Crew Chief	\$97 - \$112
Survey Manager	\$145 - \$158
SITE DEVELOPMENT	\$84 - 157
Landscape Designers	\$84 - \$74
Architects	\$148 - \$127
Senior Landscape Architects	\$142 - \$157
OTHER ENGINEERS	\$98 - \$129
Geologists	\$98 - \$114
Environmental Specialists	\$124 - \$129
ADMINISTRATIVE AND BUSINESS SERVICES (IT, HR, MARKETING, ACCOUNTING, BUSINESS DEVELOPMENT)	\$66 - \$203
Administrative Assistants	\$66 - \$98
Senior Administrative Assistants	\$146 - \$203

CONSULTING AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND OHM ADVISORS

AGREEMENT made this ____ day of _____, 2021, by and between the CITY OF BIRMINGHAM, whose address is 151 Martin Street, Birmingham, Michigan (hereinafter referred to as the "City") and OHM ADVISORS whose address is 34000 Plymouth Rd., Livonia, MI 48150 (hereinafter referred to as the "Contractor"), to-wit:

1. Contractor shall provide professional engineering consultant services under this Agreement as requested from time to time by the City of Birmingham through its Engineer or his/her designee as described in Exhibit A.

2. Payment for professional services rendered under this Agreement shall be made on an hourly basis in accordance with the fee schedule mutually agreed upon prior to the time the work is performed as set forth in Exhibit A. The City promises and agrees to pay said Contractor for professional engineering services performed under this Agreement. Invoices shall be submitted to the City on a monthly basis and shall be paid upon acceptance by the City of the work produced by the Contractor.

3. Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: City Engineer and City Clerk (one written copy to each)

Contractor: OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
Attn: Mr. Timothy J. Juidici, P.E.

4. This Agreement shall commence on _____, 2021 and shall terminate on _____, 2024. However, notwithstanding the term of the agreement, the City shall have the right to terminate this Agreement on ten (10) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all information, documents and recommendations prepared by the Contractor.

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 considered 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. 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 their behalf 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 or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use

thereof, which arises out of any negligent act or omission of the Contractor to the extent permitted by law. 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.

12. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: 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.
- 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 Insurance: 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: The Commercial General Liability and Motor Vehicle Liability, 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 employees, all boards, commissions and/or authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from Contractor under this Section.
- E. Professional Liability Insurance: If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than \$2,000,000 per claim if Consultant will provide service that are customarily subject to this type of coverage.

- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional Liability Insurance and Motor Vehicle 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: Director of Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- G. Proof of Insurance Coverage: Contractor shall provide the City at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 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;
- H. 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 at least (10) days prior to the expiration date.

13. 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.

14. 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.

15. 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

16. The City shall be the owner of all drawings, reports, specifications and other documents prepared by the Contractor. Any modifications made to these documents by the City shall be clearly marked as such on the modified document. Any modifications made by the City without the prior written consent of the Contractor shall be at the City's sole risk and responsibility.

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

By: _____

Its: _____

On this _____ day of _____, 2021, before me personally appeared _____, who acknowledged that with authority on behalf of OHM to do so he/she signed this Agreement.

Notary Public

County, Michigan

Acting in _____ County, Michigan

5

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, City Clerk

Approved:

Thomas M. Markus, City Manager
(As to substance)

Mary M. Kucharek, City Attorney
(As to form)

Jim Surhigh, Consulting City Engineer
(As to substance)

Mark Gerber, Director of Finance
(As to financial obligation)

EXHIBIT A - ATTACHED

OHM ADVISORS 2021 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$183.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$165.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$150.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$140.00
Project Specialist II	\$158.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$138.00
Graduate Engineer II	\$130.00
Graduate Engineer I	\$123.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$132.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$112.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$100.00
Technician IV	\$140.00
Technician III	\$120.00
Technician II	\$103.00
Technician I	\$83.00
Engineering / Architectural / Interior Design Aide	\$65.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$115.00
Surveyor III	\$117.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$160.00
Planner III	\$140.00
Planner II	\$118.00
Planner I	\$100.00
Planner Aide	\$65.00
Graphic Designer	\$110.00
Administrative Support	\$70.00
Clerical Aide	\$60.00
Principal	\$210.00
Sr. Associate	\$195.00
Associate	\$185.00

DATE: May 25, 2021

TO: Thomas M. Markus, City Manager

FROM: James J. Surhigh, Consulting City Engineer

SUBJECT: Pierce St Traffic Barricades; Waiver of Competitive Bidding Requirement

INTRODUCTION:

Traffic barricades and related safety devices were installed by Poco, Inc. in July of 2020 at the City's request to close northbound Pierce from Merrill, past the restaurants located at 263 Pierce. The barricade extension was a temporary measure that coordinated with the construction site at the corner, and was removed in January of 2021. The final bill due is over the \$6,000 limit for purchases requiring a competitive bidding process, which was not conducted we believe due to an urgent situation. The City Commission is being asked to waive the competitive bidding requirement and authorize final payment to Poco, Inc. for providing the traffic barricades as requested by the City.

BACKGROUND:

In the spring and summer of 2020, due to the onset of the COVID-19 pandemic and rules being promulgated by the State of Michigan Health Department related to restrictions on indoor dining, many restaurants in Birmingham expanded outdoor dining capabilities with permission from the City Commission in an effort to maintain the viability of their businesses. When the building construction began at 277 Pierce, the parking lane along northbound Pierce was permitted to be closed across the frontage of the site to allow staging of the construction crane and related activities. With this work occurring, an opportunity was realized where the lane closure could be expanded to assist the restaurants at 263 Pierce.

It is my understanding that the former City Manager directed the former Assistant City Engineer to make arrangements with the traffic barricade company being used by the contractor at 277 Pierce to expand the closure to include the northbound lane, and extend further north to better protect the restaurant's temporary outdoor seating areas. This was considered an urgent situation at the time so that the outdoor restaurant seating could be protected from traffic. The initial quote by Poco, Inc. for providing the barricades was based on a four month duration, and was for an estimated amount of \$7,770.47. The City placed the order for the traffic barricades on July 7, 2020. A purchase order was not requested at the time because the duration of this closure was uncertain.

When the former Assistant City Engineer left the City in November of 2020, he communicated this situation to me, and that Poco, Inc. should be contacted to have the traffic barricades removed and the northbound traffic lane re-opened when the crane was removed and construction activities would be condensing on the site. This was verbally confirmed to me by

the former City Manager. The contractor informed the City in early December 2020 that the crane would be removed, and northbound Pierce could be reopened. Poco, Inc. was contacted to remove the additional barricades ordered by the City and to provide a final bill. However, the removal did not occur until later in January 2021, after the former City Manager parted ways with the City. The final bill was issued on 2/24/21 in the amount of \$7,770.47, which was the same amount initially estimated, even though the duration of the barricade rental was greater than four months. I have not been able to find written documentation related to this in the Engineering Department files, and do not believe this issue has previously been brought before the City Commission for authorization.

LEGAL REVIEW:

The City Attorney reviewed the circumstances, and does not object to the recommended approach. Charter, Chapter VI, Section I provides "however, that by a vote of five (5) of the members of the commission elect, such contracts, the consideration for which shall not exceed twelve thousand dollars (\$12,000.00) may be made without advertisement."

FISCAL IMPACT:

The final invoice from Poco, Inc. to provide temporary barricades and related traffic safety devices for the extension of the lane closure on Pierce Street \$7,770.47. Funds are available in the Major Streets Fund, account #202-449.003-937.0400.

PUBLIC COMMUNICATIONS:

Not applicable.

SUMMARY:

Poco, Inc. provided temporary traffic barricades at the City's request to expand the lane closure to include the northbound lane on Pierce from July 2020 to January 2021. The cost for this purchase is greater than \$6,000 but less than \$12,000, and a request is being made to waive the competitive bidding requirement in the City's procurement policy and Charter, and to authorize final payment as described in their invoice in the amount of \$7,770.47.

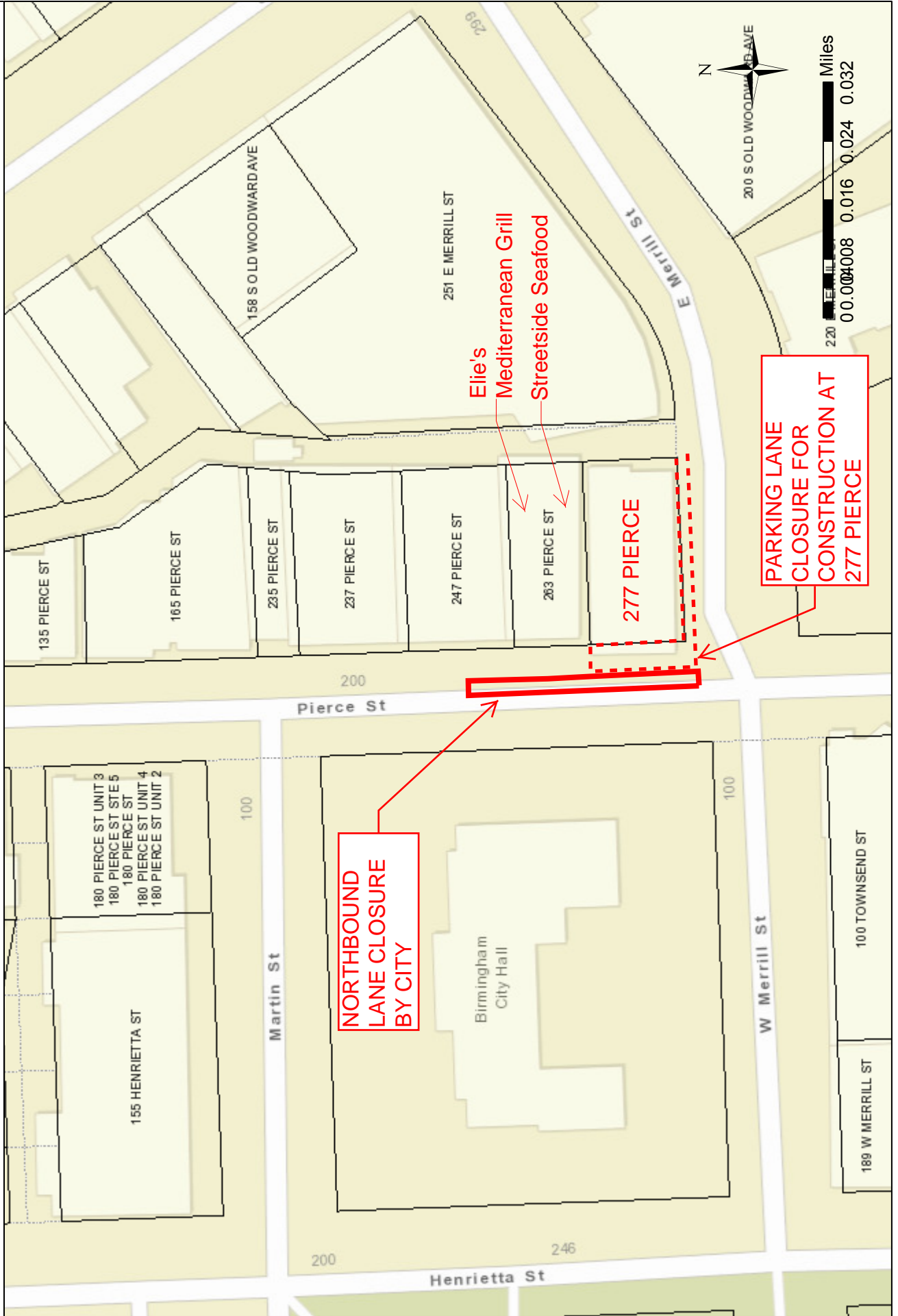
ATTACHMENTS:

- General project location map
- Quote from Poco, Inc. for providing temporary barricades
- Final invoice from Poco, Inc. for providing temporary barricades

SUGGESTED RESOLUTION:

To waive the competitive bidding requirement and to authorize an expenditure in the amount of \$7,770.47 to Poco, Inc., for a past and urgent purchase to provide temporary traffic barricades to expand the lane closure on Pierce Street from July 2020 to January 2021; to be charged to the Major Streets Fund, account #202-449.003-937.0400.

Pierce Lane Closure Extension



"Equal Opportunity Employer"



Traffic Control Specialists

ATTN: _____
PAGE(S) _____ of _____

QUOTE

*** Please direct any inquiries to John Clarke***

Letting prepared for:

4 MONTHS

NORTH-BOUND TRAFFIC AND SIDEWALK CLOSURE

* A five (5) day notice is required to Poco, Inc. prior to the start of the project, in which the traffic control is needed. If a five (5) day notice is not given, Poco, Inc. does not guarantee delivery of the equipment for the start date.

* Reviewing and adjustments of traffic control are to be completed by the Contractor.

[illegible]

POCO INC

4850 S. SHELDON
CANTON MI 48188
734-397-1677
734-397-5903 FAX



TRAFFIC CONTROL SPECIALISTS

Invoice

Date	Invoice #
2/24/2021	38267

Bill To
CITY OF BIRMINGHAM 151 MARTIN ST BIRMINGHAM MI 48012

Ship To
PIERCE ST NB TRAFFIC & SIDEWALK CLOSURE

Ticket Out	P.O. Number	Terms	Due Date	Order Date	Via	Ticket In
			2/24/2021	7/7/2020	DELIVERY	

Quantity	Item	Description	Rental Period	Price	Amount
40	QUOTES	SIGN TYPE B TEMP PRISMATIC FURN		6.00	240.00
40	QUOTES	SIGN TYPE B TEMP PRISMATIC OPER		0.01	0.40
7	QUOTES	BARRICADE TYPE III HI INT LIGHTED FURN		90.00	630.00
7	QUOTES	BARRICADE TYPE III HI INT LIGHTED OPER		0.01	0.07
170	QUOTES	PORTABLE WATER FILLED BARRIER FURN		30.00	5,100.00
1	QUOTES	CRASHWORTH END TREATMENT		800.00	800.00
1	QUOTES	SET UP EQUIPMENT		600.00	600.00
1	DELIVERY	DELIVERY		200.00	200.00
1	PICK UP	PICK UP		200.00	200.00

THANK YOU FOR YOUR BUSINESS PRICE INCLUDES SALES TAX
WE NOW ACCEPT VISA & MASTERCARD

Total

\$7,770.47

IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE
PLEASE CONTACT BECKY STEINMAYER AT 734-397-1677



MEMORANDUM

Department of Public Services

DATE: June 2, 2021

TO: Thomas M. Markus, City Manager

FROM: Carrie Laird, Parks and Recreation Manager

APPROVED: Lauren A. Wood, Director of Public Services

SUBJECT: Technology & Audio Visual Equipment Installation – Ice Arena

INTRODUCTION:

The Birmingham Ice Arena (BIA) is under construction for necessary Ice Plant equipment replacement and building additions as part of the Ice Arena Renovation project. As part of this project, the City of Birmingham as the Owner has enlisted consultant services from the onset, which included Plante Moran Cresa, Andrus Architecture, Nowak & Fraus, G2 Engineering, Environmental Services and more will be necessary as the project advances. In addition, Technology and Audio/Visual (A/V) installations were not part of the renovation scope of work, as the City was still in the process of determining the proper size and scope of new A/V equipment and technology needs. However, the plans for the renovation project included the proper outlets and connection points in anticipation of the new Audio Visual and Technology system, in order to coordinate this project properly.

At the time of the General Contractor award on April 12, 2021, we did not have all of the proposals from the various service providers, including Technology and A/V Installations, but estimated a total for the various soft costs at \$515,110.00. The City Commission authorized this amount at the time of the award.

BACKGROUND:

We did anticipate returning to the City Commission for approval(s) once we identified the vendor names and the associated costs/fees. The Department of Public Services put together a request for proposals, reviewed by Plante Moran Cresa (PMC) and advertised on MITN on May 10, 2021 for the cost to provide technology and audio/visual services at the Birmingham Ice Arena. The table below displays the two (2) proposals received.

Vendor	Total Project Cost
Advanced Lighting & Sound	\$45,067.00
SoundCom Systems	\$71,203.00

The scope of work for this project is to provide and install a Technology/Audio Visual system for the Birmingham Ice Arena, which shall include A/V monitor installations and PA/sound system for the main ice arena along with the inclusion of the following items. The attached cost proposal has all of the details for this project.

- (4) Speakers that will be directed to the bleacher side, mounted to the building I-beam steel.
- (2) Speakers at center ice facing each end, these are to be used for ice shows and public skating.
- (1) Sub-woofer.
- (1) Speaker for bench side.
- (1) Speaker for the Studio Ice located at the end opposite the gallery.
- (2) Multi-channel amplifiers to allow for zoning and control for rink speakers.
- (1) amplifier for Lobby ceiling speakers.
- (6) 6" ceiling speakers for the lobby area.
- (1) Audio processor.
- (1) Wireless mic for main rink.
- (1) Owner furnished wireless mic for the Studio Ice.
- (2) Input jacks for Scorer's Box and Studio Ice that have XLR for wired mic and 1/8" for audio input.
- (2) Media Players.
- (1) 35RU Floor rack (replaces wall rack).
- (1) 65" TV with mount, HDMI input plate for Party Room.
- (1) 55" Owner furnished TV with mount, HDMI input plate for Meeting Room.
- (1) 86" Smart TV with mount for Trophy case (1) 43" TV with SuperSign and Portrait mount for Concession stands.
- (1) 43" TV with SuperSign and Portrait mount for Lobby/Locker room display.
- Installation of all equipment described above.

This system is extensive and will provide an up-to-date experience for visitors throughout the Birmingham Ice Arena. It includes the audio sound system that is used for announcing hockey games, figure skating programs and competitions, and for the Birmingham Ice Show. The system also includes monitors for concession menu screens, locker room scheduling, and for watching the game in the new concession seating area. The party room will be furnished with a TV/Kiosk that can be used by party rental guests as desired. The software program for the monitors allows for advertising as an opportunity for additional revenue.

Advanced Lighting and Sound will guarantee workmanship for no less than 2 years. The City has worked with Advanced Lighting & Sound for various projects at City Hall and the Department of Public Services. The IT Department and DPS have been completely satisfied with their service level and workmanship over the years.

LEGAL REVIEW:

The City Attorney has reviewed this contract agreement and approved with signature.

FISCAL IMPACT:

Funding this project from the \$2,000,000.00 is available in the Capital Projects Fund account #401-901.001-977.0000.

PUBLIC COMMUNICATIONS:

All mediums of communication will be available to the City of Birmingham during the Ice Arena construction project. The project updates are posted on the City website www.bhamgov.org/icearena during this project.

ATTACHMENTS:

- Attachment A - Agreement
- Attachment B - Bidders Agreement
- Attachment C - Cost Proposal
- Attachment D - Iran Sanctions Act Vendor Certification Form

SUMMARY:

The Department of Public Services and PMC recommend awarding the Technology and Audio Visual Installation project at the Birmingham Ice Arena to Advanced Lighting and Sound (ALS). The cost for this service is \$45,067.00. Upon approval of this project, ALS will coordinate work with the General Contractor, Gleeson, to accomplish this project during the construction timeline.

SUGGESTED RESOLUTION:

To approve the Technology and Audio Visual Installation services for the Birmingham Ice Arena Renovation project to Advanced Lighting and Sound (ALS) in the amount not to exceed \$45,067.00. Funds are available in the Capital Projects Fund account #401-901.001-977.0000 for this work. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of the required insurance coverage.

AGREEMENT
For The City of Birmingham Ice Sports Arena Renovation/Additions
Technology/AV Installations

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 Advanced Lighting & Sound, Inc., having its principal office at 1026 Mapelawn, Troy, MI 48084 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform design and A/V monitor installations, PA/sound system for the main ice arena, 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 perform and A/V monitor installations and PA/sound system for the main ice arena.

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 perform design and A/V monitor installations, PA/sound system for the main ice arena and the Contractor's cost proposal dated May 17, 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 \$45,067.00, as set forth in the Contractor's May 17, 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 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. Professional Liability: Professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. 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.
- G. 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.
- H. 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;
 - 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;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- I. 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.
- J. 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. The City shall be the owner of all the drawings, specifications or other documents prepared by the Contractor. Any modifications made to the drawings by the City shall be clearly marked as such on the modified document. The City may not use these documents for any purpose other than pursuant to the activities provided for in this Agreement.

17. Notices shall be given to:

City of Birmingham
c/o Ms. Lauren Wood
851 S. Eton Rd.
Birmingham, MI 48009

With copies to:

Mary M. Kucharek, City Attorney
Beier Howlett, P.C.
3001 W. Big Beaver Rd., Ste.
#200 Troy, MI 48064

CONTRACTOR
Robert Sullivan
Advanced Lighting and Sound

1026 Maplelawn,
Troy, MI 48084

18. 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.

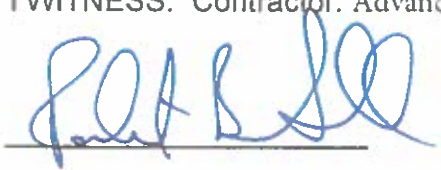
19. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

20. 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.

21. 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.

21. 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.

I WITNESS: Contractor: Advanced Lighting & Sound Inc



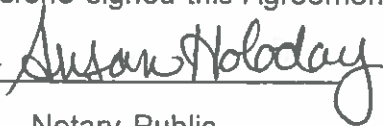
By: Robert B. Sullivan
Its: President

STATE OF MICHIGAN)
)

ss: COUNTY OF
OAKLAND)

On this 7th day of June, 2021, before me personally
appeared Robert B. Sullivan - President, who acknowledged that with authority
on behalf of Advanced Lighting & Sound Inc. to do so he/she signed this Agreement.

Susan Holoday



Notary Public

Macomb County, Michigan

Acting in Oakland County, Michigan

My commission expires: 10-23-25

CITY OF BIRMINGHAM

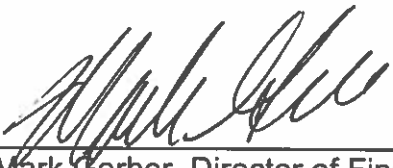
By: _____
Pierre Boutros
Its: Mayor

By: _____
Alexandria D. Bingham
Its: City Clerk


APPROVAL (Sec 2-289 City Code)



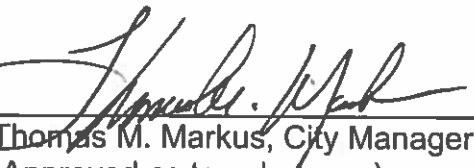
Lauren Wood, Director of Public Services
(Approved as to substance)



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



Mary Kucharek, City Attorney
(Approved as to form)



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Troy-Metro Agency, Inc. 2032 E Square Lake Rd Ste 300 Troy MI 48085		CONTACT NAME: Max Ehler PHONE (A/C, No, Ext): 248-813-8540 E-MAIL ADDRESS: max@troymetroagency.com FAX (A/C, No): 248-813-8598													
INSURED Advanced Lighting & Sound 1026 Maplelawn Troy MI 48084		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: TRAVELERS</td><td>NAIC # 25682</td></tr><tr><td>INSURER B: TRAVELERS</td><td>25666</td></tr><tr><td>INSURER C: TRAVELERS</td><td>25674</td></tr><tr><td>INSURER D: TRAVELERS</td><td>40282</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: TRAVELERS	NAIC # 25682	INSURER B: TRAVELERS	25666	INSURER C: TRAVELERS	25674	INSURER D: TRAVELERS	40282	INSURER E:		INSURER F:	
INSURER A: TRAVELERS	NAIC # 25682														
INSURER B: TRAVELERS	25666														
INSURER C: TRAVELERS	25674														
INSURER D: TRAVELERS	40282														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 20210526112207214**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	680-324P7779-20-42	03/11/2021	03/11/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Fire Legal Liability</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Fire Legal Liability	\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
Fire Legal Liability	\$																				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-324P7779-20-SEL	03/11/2021	03/11/2022	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$						
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	CUP-9133W155-20-42	03/11/2021	03/11/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 3,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 3,000,000</td></tr></table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000										
EACH OCCURRENCE	\$ 3,000,000																				
AGGREGATE	\$ 3,000,000																				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-3K994428-20-42	03/11/2021	03/11/2022	<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$ 500,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 500,000																				
E.L. DISEASE - POLICY LIMIT	\$ 500,000																				
A	Rented Equipment \$50,000	N	N	680-324P7779-20-42	03/11/2021	03/11/2022															

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Birmingham, including all elected and appointed officials, all employees 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.

CERTIFICATE HOLDER

City of Birmingham
c/o Ms Lauren Wood
851 S Eton Rd
Birmingham MI 48009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional Insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
 - a. Limits of Insurance – The following limits of liability apply:
 1. The limits which you agreed to provide; or
 2. The limits shown on the declarations, whichever is less.
 - b. This insurance is excess over any valid and collectible insurance unless you have agreed
- in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
 - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 2. Supervisory, inspection or engineering services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS
(Section IV), Paragraph 4. (**Other Insurance**), is
amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

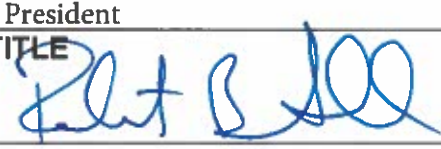
2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

ATTACHMENT B - BIDDER'S AGREEMENT
For The City of Birmingham Ice Sports Arena Renovation/Additions
Technology/AV Installations

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.

<u>Robert B. Sullivan</u>	<u>5-17-2021</u>
PREPARED BY	DATE
(Print Name)	
<u>President</u>	<u>5-17-2021</u>
TITLE	DATE
	
<u>bobs@advancedavl.com</u>	
AUTHORIZED SIGNATURE	E-MAIL ADDRESS

Advanced Lighting & Sound
COMPANY

<u>1026 Maplelawn, Troy MI. 48084</u>	<u>248-817-2092</u>
ADDRESS	PHONE

<u>Advanced Lighting & Sound</u>	<u>248-817-2092</u>
NAME OF PARENT COMPANY	PHONE

1026 Maplelawn, Troy, MI 48084
ADDRESS

Equipment Requirements For Main Ice Arena				
Quantity	Manufacturer	Model Number	Description	Cost
6	JBL	AM5215/26	Medium Power 15" 2-Way Full-Range Loudspeaker System with JBL Differential Drive® 50.8 mm (2-in) dual voice coil and dual magnetic gap 265H low frequency	\$7,890.00
1	JBL	AC599	15" 2-way system, 90° x 90° waveguide coverage pattern with 2408H-2 25mm (1 in) exit, 38mm (1.5 in) voice coil.	\$741.00
1	JBL	MTU-566-99	U Bracket for AC566 and AC599, Blk	100.00
1	JBL	AS86125	Dual 15" High-Power Subwoofer System, 2 x 2265H-1 Differential Drive® woofer, 3" dual voice coil – dual gap, neodymium magnet. Multiply hardwood enc	\$1,892.00
1	Crown	DCI4-1250	Please use new item number DCI4x1250	\$3,022.00
1	Crown	DCI4-600	Please use new item number DCI4x600	\$2,144.00
1	JBL	AC599	15" 2-way system, 90° x 90° waveguide coverage pattern with 2408H-2 25mm (1 in) exit, 38mm (1.5 in) voice coil.	\$741.00
1	JBL	MTU-566-99	U Bracket for AC566 and AC599, Blk	\$100.00
9	ALS	Install	Install Materials - Speaker and Sub rigging materials	\$1,350.00
1	QSC	Core 110f	Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual	\$2,660.00
1	QSC	SL-QUAD-110-P	Q-SYS Core 110 UCI Deployment Software License, Perpetual.	\$133.00
1	QSC	SL-QSE-110-P	Q-SYS Core 110 Scripting Engine Software License, Perpetual.	\$266.00
1	QSC	TSC-7i	Q-SYS 7" PoE Touch Screen Controller for table mounting - includes dual LAN, USB OTG and an AUX Power Input; available in black only.	\$1,330.00
1	TP-Li	TL-SG1008PE	8-Port Gigabit Desktop/Rackmount Switch with 8-Port PoE+	\$150.00
1	JBL	CSA2120Z	2 x 120W DriveCore Amplifier, Fanless, 4ohm/8ohm/70V/100V, 1U Half-Rack, Mounting kit	\$546.00
6	JBL	CONTROL 26CT	Control 26C with Transformer. For use on a 70.7V or 100V Distributed Line, Switchable Taps at 60W, 30W and 15W (Plus 7.5W at 70.7V only), No SonicGu	\$924.00

Equipment Requirements For Rack Equipment:				
Quantity	Manufacturer	Model Number	Description	Cost
1	Sennh	EW 100 G4-835-S-A	Wireless vocal set. Includes (1) SKM 100 G4-S handheld microphone with mute switch, (1) e 835 mic capsule (cardioid, dynamic), (1) EM 100 G4 rackmount	\$599.00
1		AT- 3100	Customer will provide	OPE
2	Denon	DN-300Z	CD, SD, USB Player with BT and AM/FM Receiver, Single Play, Balanced Outputs	\$728.00
2	RDL	STD-10K	Passive Audio Divider/Combiner - 10 x Ohm	\$132.00
2		DB-J3M	Mic/Line Input Assembly - XLR, Mini-jack, Terminal block-Black	\$116.00
1	Extro	EBW 101 White	1 Gang External Wall Box, 2.5" depth, White (Scorer)	\$45.50
1	Extro	EBW 101 Black	1 Gang External Wall Box, 2.5" depth, Black (Studio Ice Arena)	\$45.50
1	ALS	Install	Install Materials - Single gang surface box	\$20.00
1	Juice	JG9-ALS	15 Amp 8 Outlet Power Strip (plus one on front)	\$76.00
1	Middl	ERK-3525-AV	35SP/25D CONFIG AV RACK	\$1,811.00
Equipment Requirements For Monitors- Meeting Rooms				
Quantity	Manufacturer	Model Number	Description	Cost
1			55" monitor will be provided for installation in one meeting room.	OPE
1	LG	65US340C-EGH	65" LG 4K HDR LED TV	\$919.00
1	CHIEF	LTM1U	Micro-Adjust Tilt Wall Mount Large	\$241.00
2	Krame	WP-H1M(W)	Wall Plate	\$114.00
2	C2G	56783	HDMI 6' 4k 60Hz	\$24.00
2	Extro	EBW 101 White	1 Gang External Wall Box, 2.5" depth, White	\$91.00
Equipment Requirements For Monitors- Trophy Case				
Quantity	Manufacturer	Model Number	Description	Cost
1	LG	86UL3G-B-EGH	86" UL3G-B Series IPS UHD Commercial Display Monitor with Built-in Quad Core SoC, webOS 4.0 Smart Signage Platform, Creston & Cisco compatible, & bui	\$3,807.00
			Requires a cable box for cable TV	
1	CHIEF	RXF2	XL UNIVERSAL FIXED MOUNT	\$103.00

Equipment Requirements For Monitors - Concession Stand				
Quantity	Manufacturer	Model Number	Description	Cost:
1	LG	43UT640S-EGH	43" 4K HDR TV with Supersign CMS	\$724.00
(2) 1	CHIEF	MTMS1U	FUSION 400 mm TILT SINGLE STUD MOUNT (PORTRAIT) Quantity only needs to be (1)	\$147.00
Equipment Requirements For Monitors- Lobby/Locker Room Signage				
Quantity	Manufacturer	Model Number	Description	Cost:
1	LG	43UT640S-EGH	43" 4K HDR TV with Supersign CMS	\$724.00
1	CHIEF	MCM1U	SINGLE CEILING MOUNT MEDIUM BLACK	\$216.00
Installation:				
				Cost:
1	Install		Materials	\$1,000.00
1	System Program		Programming of technical systems	\$500.00
1	System PM		Project management of installed system	\$800.00
1	Labor		Installation Labor	\$7,100.00
1	Shipping		Shipping Charge	\$800.00
1	Bid Bond		Performance Bond	\$195.00
Total Project Cost:				\$45,067.00

Firm Name: Advanced Lighting & Sound
Authorized Signature: Robert S. Allen - President
Date: 5-17-21

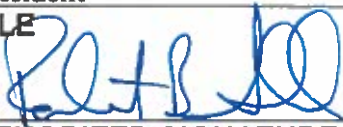
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For The City of Birmingham Ice Sports Arena Renovation/Additions
Technology/AV Installations

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.

Robert B. Sullivan	5-17-2021
PREPARED BY	DATE
(Print Name)	

President	5-17-2021
TITLE	DATE

	bobs@advancedavl.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS

Advanced Lighting & Sound
COMPANY

1026 Maplelawn, Troy, MI 48084	248-817-2092
ADDRESS	PHONE

Advanced Lighting & Sound	248-817-2092
NAME OF PARENT COMPANY	PHONE

1026 Maplelawn, Troy, MI. 48084
ADDRESS

38-3295987
TAXPAYER I.D.#



MEMORANDUM

Department of Public Services

DATE: June 1, 2021

TO: Thomas M. Markus, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Vehicle #5508 Replacement – Fire Department

INTRODUCTION:

Due to age and condition, the Department of Public Services recommends replacement of fire administrative vehicle #5508, a 2003 Chevy Tahoe. The current mileage on the Tahoe is 76,753. There is visible rust through spots on it as well.

The Fire Department is requesting a Ford F-350 pickup truck with a snowplow to replace a 2003 Chevy Tahoe. The new truck will be stationed at Station 2 and will be used to tow the Tech Rescue trailer, boat trailer, plow station 2 and also for an all-around utility vehicle. The Tech Rescue trailer weighs around 11,000 pounds and a truck of this size is required to tow the trailer safely. The truck can be used to tow the OAKWAY HAZMAT foam trailer if Squad 1 is out of service.

BACKGROUND:

Vehicle #5508 is identified for replacement and listed in the Vehicle/Equipment Replacement Schedule, as published in the FY 2021-2022 budget. It qualifies for replacement as illustrated by the assessment below:

#5508 – 2003 Chevy Tahoe

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	18
Miles/Hours	1 point each 10,000 miles of usage	7
Type of Service	Type 1 – Standard sedans and light pickups	1
Reliability	Level 2 – In shop one time within 3-month period, 1 breakdown/road call within 3-month period	2
M & R Costs	Level 2– Maintenance costs are 21-40% of replacement costs	2
Condition	Level 3 – Noticeable imperfections in body, minor damage, weak drive train	3
Total points 28+, poor, needs priority replacement		33

This vehicle qualifies under the replacement guidelines for “priority replacement”, its age and condition warrant replacement at this time. Once ordered the lead time for the new vehicle is estimated at 26-30 weeks.

The Department of Public Services recommends replacing this vehicle with a 2022 Ford F-350 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 \$54,106.00, 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 age and condition, the Department of Public Services recommends replacement of vehicle #5508 with a 2022 Ford F-350 4x4 Crew Cab at a total cost of \$54,106.00. 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) 2022 Ford F-350 4x4 Crew Cab from Gorno Ford through the State of Michigan MIDEAL extendable purchasing contract #071B7700181 in the amount not to exceed \$54,106.00. Funds for this purchase are available in the FY 2021-2022 Auto Equipment Fund account #641-441.006.971.0100.



MEMORANDUM

Finance Department

DATE: May 21, 2021

TO: Thomas M. Markus, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer
Kathryn Burrick, Senior Accountant

SUBJECT: PY 2020 Community Development Block Grant (CDBG)
Public Services Contract

INTRODUCTION:

The City has been notified by Oakland County that funding from the federal government for the program year 2020 Community Development Block Grant (CDBG) has been secured and the City may start spending these funds. The City contracts with an outside agency to administer the public services portion of the grant. The public services contract must be approved by the City and submitted to Oakland County in order for those funds to be spent.

BACKGROUND:

The City Commission approved the program year 2020 CDBG grant application on November 25, 2019 which provided estimated funding for yard services, senior outreach services, and minor home repair in the amount of \$7,327, \$3,500, and \$25,263, respectively. On May 20, 2021, the City received notification from Oakland County that the City could start expending these funds as evidenced in the Approval Letter to Spend dated May 11, 2021.

In order to spend the funding for yard services, senior outreach services, and minor home repair, the City needs to contract with an outside agency to provide these services to its residents. On October 18, 2020, a request for proposal (RFP) for yard services, senior outreach services, and minor home repair program was advertised in the Observer & Eccentric Newspaper and sent to three potential agencies using a Public Service Directory provided by Oakland County.

On Friday, November 20, 2020, sealed bid proposals entitled, "CDBG Bid Proposal" were opened. The City received two bids as follows:

Bid Results:

Agency	Bid
NEXT	\$7,327 Yard Services, \$3,500 Senior Services, \$25,263 Minor Home Repair, \$1,790 Admin (20% of Grant) Total bid: \$37,880
HAVEN	Counseling, Forensic Exam, Crisis Line, PPO Filings, Court Services Total bid: \$9,504
Oakland Livingston Human Services	No bid was received

Agency (OLHSA)	
Community Services of Oakland (CSO)	No bid was received

The bid was evaluated on a point rating system as required by Oakland County's procurement guidelines. This system allows the decision to be based on the best service provider not solely based on the lowest price. The criteria and points rating system was established before the RFP was issued and all potential bidders were informed of this process.

In evaluating the bid, NEXT received a point score of 100 based on NEXT's past experience with the City, availability of qualified personnel, capability, and familiarity with the CDBG program. Currently, NEXT is administering the City's 2019-2020 CDBG Yard Service and Senior Outreach Service programs.

LEGAL REVIEW:

The attached contract between NEXT and the City is based on a template provided by Oakland County CDBG requirements and was reviewed by the City's attorney. There are no legal issues pertaining to this contract.

FISCAL IMPACT:

The 2020-2021 budget was amended at the City Commission meeting on May 10, 2021, to include the extra funding for Minor Home Repair. No other amendments are necessary at this time.

SUMMARY:

It is recommended that the Public Services Contract be awarded to NEXT for the 2020-2021 Program Year with an ending contract date of December 31, 2021 which is the maximum 1.5 year contract date allowable by Oakland County. This will allow NEXT until December 31, 2021 to expend their grant balance.

ATTACHMENTS:

- 1) Oakland County Letter to Spend
- 2) NEXT/City Public Services Contract
- 3) Minutes approving 2020 CDBG application
- 4) RFP advertisement

SUGGESTED RESOLUTION:

To award the 2020-2021 Public Services contract totaling \$36,377.00 for Yard Services, Senior Outreach Services, and Minor Home Repair to NEXT under the Community Development Block Grant Program; and further, to authorize the Mayor to sign the contract on behalf of the City.



OAKLAND COUNTY EXECUTIVE DAVID COULTER

NEIGHBORHOOD
& HOUSING DEVELOPMENT

Shane Bies, Manager

Office: (248) 858-0493 | biess@oakgov.com

May 11, 2021

Dear Community Development Block Grant (CDBG) Administrator:

The Neighborhood & Housing Development Division is pleased to inform you that you may now obligate and expend program year (PY) 2020 Community Development Block Grant (CDBG) funds.

The attached materials including this letter, Subrecipient Agreement, Funding Approval/Agreement, Project Summary and Area Wide Benefit Map should be maintained in your PY 2020 file to document the official release of funds.

The enclosed Subrecipient Agreement is required under federal regulation and specifies your record keeping, auditing, monitoring, property disposition, environmental and other responsibilities under the Oakland County CDBG program. It is in effect until all PY 2020 funds are expended and record keeping, record retention and audit responsibilities are satisfied as specified.

Review the PY 2020 Project Summary carefully. It is the official description of your community's approved 2020 CDBG activities and takes precedence over the application.

All CDBG funds must be expended in compliance with applicable federal, state and county laws and regulations, and with any restrictions listed on the project summary. The following comments and/or instructions constitute part of your project summary:

- No projects funded in whole or in part by CDBG funds may take place within wetlands areas unless an eight-step* environmental review process is followed to determine that no practicable alternative to the project exists and all necessary state permits have been obtained.
- No categorically excluded or environmentally assessed project (coded 2 or 3 respectively on the project summary) funded in whole or in part by CDBG funds, may take place within a 100 or 500-year floodplain as identified by the Federal Emergency Management Agency (FEMA) unless an eight-step* process is followed to determine that no practicable alternative to the project exists.

* Environmental reviews must be approved by Katie Tierney, Environmental Officer, at time of application.

As part of the County's environmental review record procedures, various local, state and federal agencies received a copy of the 2020 CDBG application for review. If an agency commented on activities their remarks are also enclosed as attachments. These comments constitute part of your PY 2020 Project Summary.

If you have questions regarding the enclosed information, please contact Samantha Ferguson, Grant Compliance and Program Coordinator, at cdbg@oakgov.com or (248) 858-5312. We look forward to working with you during this new program year.

Sincerely,

Shane Bies
Manager

Oakland County Community and Home Improvement PY 2020 Community Development Block Grant Project Summary

PY	2020	OPT UNIT	Birmingham	ACCOUNT #	731227	ID	8
PROJECT	HOUSING			ACCOUNT	Minor Home Repair		
IDIS PROJECT #	9	IDIS ACTIVITY #	9152	UNITS	20	APPROPRIATION	\$25,550.00
DESCRIPTION	Minor home repairs for the homes of income qualified households. Repairs will conform to Oakland County guidelines and State of MI Lead Based Paint requirements.						
LOCATION	City wide					PIN	
ADDRESS	Specific			LOCALITY	Birmingham 48012		
L/M							
ENV CODE	A (2) Cat Excluded per 24 CFR 58.35		MATRIX	14A	AUTHORITY	570.202	
<input checked="" type="checkbox"/>	CONTRACT REQUIRED		<input checked="" type="checkbox"/> CONTACT CONTRACT COMPLIANCE WHEN COMPILING BIDS/SPECS				
<input checked="" type="checkbox"/>	HOUSEHOLD DBA REQUIRED		<input type="checkbox"/> PERSON DBA REQUIRED				
OBJECTIVE	Decent Housing			GOAL	Promote Decent Affordable Housing		
INDICATOR	# of units/items brought to standard condition			OUTCOME	Affordability		
NOTES	A finding of No Significant Environmental Impact has been determined. MI SHPO review may be required.						
REVISED							
					TOTAL APPROPRIATION		

SPENDING PERFORMANCE	HUD requires Oakland County to achieve a 1.5 Spending Performance Ratio by May 1st of each year.
REQUIRED DRAWS	One draw every 9 months per activity from the Letter to Spend date in IDIS.
REQUIRED EXPENDITURES	All funds per year per activity must be spent in 2 years from Letter to Spend date in IDIS.
RECAPTURE POLICY	After 2 years all unobligated funds will be evaluated for possible recapture.
EMERGENCY SERVICES	Income and other relevant documentation must be provided to the Contract Compliance Officer. If the emergency assistance includes grant payments, these payments cannot last more than 3 consecutive months per household.
YOUTH SERVICES	OCYA CDBG eligible activities include: Camp, Case Management, Challenge Day, Counseling, Drivers Training, Educational, Enrichment, Mentoring, Recreational, School Supplies, Skill Building, Sports, Tutoring, Transportation and
FLOOD PLAIN AREAS	Communities with floodplain areas may have issues related to Environmentally Assessed and Categorically Excluded activities. Contact the Environmental Officer (248) 858-1191.
INCOME QUALIFICATION	Eligibility for all types of Minor Home Repair, Special Assessment and some Public Services is based on household income and requires 3rd party verification based on HUD Section 8 income guidelines. Contact Contract Compliance (248) 858-0196.
PROCUREMENT	All goods and services must be purchased in accordance with CDBG competitive procurement guidelines. Contact Contract Compliance (248) 858-0196.
ELDERLY DEFINITION	HUD defines elderly person as 62 yrs or more.
SEVERLY DISABLED ADULT DEFINITION = 18 YRS AND OLDER	Use wchair/aid 6/+mo; unable to perform 1/+ func activities; need assist w/daily living instrl activities of daily living; prevented fr work/housework; autism, cerebral palsy, Alzheimer's, senility/dementia mental retardation; or <65 Medicare/SSI.

Oakland County Use Only

FUND #	29701	DEPT #	1060703	PROGRAM #	172170	ACCOUNT #	731227	OPT UNIT #	40240
BUDGET REF	2020	PROJ #	GR0000000874	ACT	CP	SOURCE	CP		

Oakland County Community and Home Improvement PY 2020 Community Development Block Grant Project Summary

PY	2020	OPT UNIT	Birmingham	ACCOUNT #	732170	ID	9
PROJECT	PUBLIC SERVICES			ACCOUNT	Yard Services		
IDIS PROJECT #	11	IDIS ACTIVITY #	9154	UNITS	20	APPROPRIATION	\$7,327.00
DESCRIPTION	Yard services for income qualified senior 62&+ and disabled adults 18&+ households. Services will conform to Oakland County guidelines & include lawn service/snow removal/spring/fall cleanup/gutter cleaning/tree trim/removal.						
LOCATION	City wide					PIN	
ADDRESS	Specific			LOCALITY	Birmingham 48012		
L/M							
ENV CODE	A (1) Exempt per 24 CFR 58.34		MATRIX	05A	AUTHORITY	570.201 (e)	
<input checked="" type="checkbox"/>	CONTRACT REQUIRED		<input checked="" type="checkbox"/> CONTACT CONTRACT COMPLIANCE WHEN COMPILING BIDS/SPECS				
<input type="checkbox"/>	HOUSEHOLD DBA REQUIRED		<input checked="" type="checkbox"/> PERSON DBA REQUIRED				
OBJECTIVE	Suitable Living Environment			GOAL	Improve Quality of Life		
INDICATOR	# of LMI persons with new access to service			OUTCOME	Availability/Accessibility		
NOTES	A finding of No Significant Environmental Impact has been determined.						
REVISED							
					TOTAL APPROPRIATION		

SPENDING PERFORMANCE	HUD requires Oakland County to achieve a 1.5 Spending Performance Ratio by May 1st of each year.
REQUIRED DRAWS	One draw every 9 months per activity from the Letter to Spend date in IDIS.
REQUIRED EXPENDITURES	All funds per year per activity must be spent in 2 years from Letter to Spend date in IDIS.
RECAPTURE POLICY	After 2 years all unobligated funds will be evaluated for possible recapture.
EMERGENCY SERVICES	Income and other relevant documentation must be provided to the Contract Compliance Officer. If the emergency assistance includes grant payments, these payments cannot last more than 3 consecutive months per household.
YOUTH SERVICES	OCYA CDBG eligible activities include: Camp, Case Management, Challenge Day, Counseling, Drivers Training, Educational, Enrichment, Mentoring, Recreational, School Supplies, Skill Building, Sports, Tutoring, Transportation and
FLOOD PLAIN AREAS	Communities with floodplain areas may have issues related to Environmentally Assessed and Categorically Excluded activities. Contact the Environmental Officer (248) 858-1191.
INCOME QUALIFICATION	Eligibility for all types of Minor Home Repair, Special Assessment and some Public Services is based on household income and requires 3rd party verification based on HUD Section 8 income guidelines. Contact Contract Compliance (248) 858-0196.
PROCUREMENT	All goods and services must be purchased in accordance with CDBG competitive procurement guidelines. Contact Contract Compliance (248) 858-0196.
ELDERLY DEFINITION	HUD defines elderly person as 62 yrs or more.
SEVERLY DISABLED ADULT DEFINITION = 18 YRS AND OLDER	Use wchair/aid 6/+mo; unable to perform 1/+ func activities; need assist w/daily living instrl activities of daily living; prevented fr work/housework; autism, cerebral palsy, Alzheimer's, senility/dementia mental retardation; or <65 Medicare/SSI.

Oakland County Use Only

FUND #	29701	DEPT #	1060703	PROGRAM #	172160	ACCOUNT #	732170	OPT UNIT #	40240
BUDGET REF	2020	PROJ #	GR0000000874	ACT	CP	SOURCE	CP		

Oakland County Community and Home Improvement PY 2020 Community Development Block Grant Project Summary

PY	2020	OPT UNIT	Birmingham	ACCOUNT #	731712	ID	10
PROJECT	PUBLIC SERVICES			ACCOUNT	Senior Services		
IDIS PROJECT #	11	IDIS ACTIVITY #	9153	UNITS	20	APPROPRIATION	\$3,500.00
DESCRIPTION	Outreach, information, referral and counseling services for income qualified senior 62 years of age and older and disabled adult 18 years of age and older households.						
LOCATION	City wide					PIN	
ADDRESS	Specific			LOCALITY	Birmingham 48009		
L/M							
ENV CODE	A (1) Exempt per 24 CFR 58.34		MATRIX	05A	AUTHORITY	570.201 (e)	
<input checked="" type="checkbox"/>	CONTRACT REQUIRED		<input checked="" type="checkbox"/> CONTACT CONTRACT COMPLIANCE WHEN COMPILING BIDS/SPECS				
<input type="checkbox"/>	HOUSEHOLD DBA REQUIRED		<input checked="" type="checkbox"/> PERSON DBA REQUIRED				
OBJECTIVE	Suitable Living Environment			GOAL	Improve Quality of Life		
INDICATOR	# of LMI persons with new access to service			OUTCOME	Availability/Accessibility		
NOTES	A finding of No Significant Environmental Impact has been determined.						
REVISED							
TOTAL APPROPRIATION						\$36,377.00	

SPENDING PERFORMANCE	HUD requires Oakland County to achieve a 1.5 Spending Performance Ratio by May 1st of each year.
REQUIRED DRAWS	One draw every 9 months per activity from the Letter to Spend date in IDIS.
REQUIRED EXPENDITURES	All funds per year per activity must be spent in 2 years from Letter to Spend date in IDIS.
RECAPTURE POLICY	After 2 years all unobligated funds will be evaluated for possible recapture.
EMERGENCY SERVICES	Income and other relevant documentation must be provided to the Contract Compliance Officer. If the emergency assistance includes grant payments, these payments cannot last more than 3 consecutive months per household.
YOUTH SERVICES	OCYA CDBG eligible activities include: Camp, Case Management, Challenge Day, Counseling, Drivers Training, Educational, Enrichment, Mentoring, Recreational, School Supplies, Skill Building, Sports, Tutoring, Transportation and Communities with floodplain areas may have issues related to Environmentally Assessed and Categorically Excluded activities. Contact the Environmental Officer (248) 858-1191.
FLOOD PLAIN AREAS	
INCOME QUALIFICATION	Eligibility for all types of Minor Home Repair, Special Assessment and some Public Services is based on household income and requires 3rd party verification based on HUD Section 8 income guidelines. Contact Contract Compliance (248) 858-0196.
PROCUREMENT	All goods and services must be purchased in accordance with CDBG competitive procurement guidelines. Contact Contract Compliance (248) 858-0196.
ELDERLY DEFINITION	HUD defines elderly person as 62 yrs or more.
SEVERLY DISABLED ADULT DEFINITION = 18 YRS AND OLDER	Use wchair/aid 6/+mo; unable to perform 1/+ func activities; need assist w/daily living instrl activities of daily living; prevented fr work/housework; autism, cerebral palsy, Alzheimer's, senility/dementia mental retardation; or <65 Medicare/SSI.

Oakland County Use Only

FUND #	29701	DEPT #	1060703	PROGRAM #	172160	ACCOUNT #	731712	OPT UNIT #	40240
BUDGET REF	2020	PROJ #	GR0000000874	ACT	CP	SOURCE	CP		

**COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE CONTRACT
PY 2020**

CITY OF BIRMINGHAM

Municipality

NEXT

Service Agency

Effective Date: July 1, 2020 *Ending Date: December 31, 2021*

This contract shall be effective for 1.5 years from the beginning effective date or when funding has been expended, whichever comes first. Contracts should not exceed 1.5 years in duration.

CONTRACT FUNDING SOURCES:

CDBG Program Year: 2020-2021 **Account Name: Yard Services, Senior Services, Minor Home Repair**

Total CDBG Dollar Amount of Contract: \$ 36,377.00

Yard Services \$7,327.00 (20% NEXT Admin \$1,465.40)

Senior Services \$3,500.00

Minor Home Repair \$25,550.00

Section I. AGREEMENT

This contract is made this day, ____/____/____, between **NEXT**,
(Name of Service Agency)

hereinafter designated as the "Service Agency", having its principal office at
2121 Midvale Avenue, Birmingham, MI 48009

(Service Agency Address)

and, **CITY OF BIRMINGHAM**, hereinafter designated as the "Municipality",
(Name of Municipality)

having its principal office at **151 Martin Street, Birmingham, MI 48009**.
(Municipality Address)

Section II. PURPOSE

A) The purpose of this contract shall be: (List a detailed description of services to be provided, for whom and at what cost. Include a specific unit of measure to document how costs are derived. Include attachments as needed) Providing Yard Services, Senior Services, and Minor Home Repair to low and moderate income homeowners, including senior citizens and persons with disabilities, of the

City. The City of Birmingham has designated program year 2020-2021 CDBG funds in the amounts of \$7,327 for Yard Services (20% Admin \$1,465.40), Senior Services \$3,500.00, and \$25,550.00 Minor Home Repair. These programs will be administered for the City through NEXT and a volunteer board appointed by NEXT for the 2020-2021 program year beginning July 1, 2020 and ending December 31, 2021. Costs are derived using the number of low-moderate income persons with new access to service.

B) Federal CDBG Performance Measures are pre-determined for public service activities and include: Goal - Improve Quality of Life; Objective - Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome - Improved Availability/Accessibility.

Section III. THE SERVICE AGENCY'S RESPONSIBILITIES

The Service Agency shall:

- A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of four years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.
- B) Provide the Municipality and Oakland County Community & Home Improvement Division a specific unit(s) of measure for all services. NEXT will bill administrative costs 20% of the contract amount.
- C) Provide the Municipality invoices for services rendered based on actual costs.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform the services prescribed by this agreement.
- F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the Municipality. The Municipality shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.
- H) The Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.

Section IV. THE MUNICIPALITY'S RESPONSIBILITIES

The Municipality shall:

- A) In consideration for services rendered by the Service Agency, pay a total sum not to exceed the CDBG program year funded amount specified above.
- B) The municipality shall require written documentation of the client benefit qualification to be kept on site with the agency.
- C) The municipality must monitor the service agency at least once during the contract period.
- D) Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency in amounts and time intervals as specified here.

Payment requests from the Service Agency are to be received monthly, quarterly, or annually.

Section V. COMPLIANCE

- A) The Service Agency shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments.
- B) Client Eligibility: All clients served under this agreement shall be qualified via either the HUD section 8 income verification or the HUD “presumed benefit” verification.

Section VI. DISCRIMINATION PROHIBITED

The Service Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Service Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, marital status, sexual orientation, or gender identity be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

Section VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

Section VIII. GENERAL CONTRACT PROVISIONS

- A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.

- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination.
- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County Community & Home Improvement.
- E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, 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 the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below. A copy shall be provided to Oakland County Community & Home Improvement.
- I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity, "as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

- J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)_
- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.
- M) Debarment, Suspension, Ineligibility and Voluntary Exclusion
The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (<http://epls.arnet.gov>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.
- N) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY

MUNICIPALITY

Name: NEXT

Name: CITY OF BIRMINGHAM

Representative Name: Cris Braun

Representative Name: Alexandria Bingham

Phone #: (248) 203-5270

Phone #: (248) 530-1802

Address: 2121 Midvale Avenue

Address: 151 Martin Street

Birmingham, Michigan 48009

Birmingham, Michigan 48009

E-mail Address: cbraun@birmingham.k12.mi.us

E-mail Address: abingham@bhamgov.org

IRS #: 38-2280601

IRS #: 38-6004664

X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity. CDBG funds may not be legally obligated until after the municipality has received the official award of funds letter for this program year.

SERVICE AGENCY

MUNICIPALITY

Name: NEXT

Name: CITY OF BIRMINGHAM

Officer Name: Cris Braun

Officer Name: Pierre Boutros

Officer Title: Executive Director

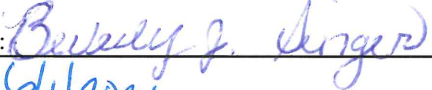
Officer Title: Mayor

Signature:



Signature:

Witnessed:



Witnessed:

Date:

6/1/2021

Date:

BIRMINGHAM CITY COMMISSION MINUTES
NOVEMBER 25, 2019
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Pierre Boutros called the meeting to order at 7:30 P.M.

II. ROLL CALL

ROLL CALL:	Present:	Mayor Boutros Mayor Pro Tem Longe Commissioner Baller Commissioner Hoff Commissioner Host Commissioner Nickita Commissioner Sherman
	Absent:	None

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, Acting City Clerk Arft, Assistant City Engineer Fletcher, Human Resource Manager Myers, Finance Director Gerber, DPS Director Wood, and Police Chief Clemence

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

11-273-19 ANNOUNCEMENTS:

- The City offices will be closed November 28th and 29th, 2019 for Thanksgiving.
- Small Business Saturday in downtown Birmingham is a day dedicated to supporting small businesses across the country. Shoppers are encouraged to enjoy extra perks and tackle their holiday shopping in Birmingham on Saturday, November 30th! Enjoy free parking in the structures and free two-hour valet parking from 10 AM to 6 PM at N. Old Woodward at Hamilton, and S. Old Woodward and Brown St.
- The Birmingham Santa Walk is also on Saturday, November 30th at 9:30 AM. Santa House will be open from 10:30 AM – 3 PM. Complimentary horse-drawn carriage rides will be offered from 11 AM to 3 PM. For more information, visit www.enjoybirmingham.com or call 248-530-1200 during business hours.
- Winter Market begins Friday, December 6th, 2019 at 4:00 PM in Shain Park, with the Tree Lighting ceremony in the park at 6:00 PM. Enjoy European food and drinks, gift items, holiday greens, crafts, ice sculptures, live reindeer, warming stations, a Kinderhaus children's activity area, the popular Santa House, horse-drawn carriage rides and live entertainment. More than 60 vendors will be at the event.

11-274-19 APPOINTMENT OF PIERRE BOUTROS, MAYOR TO BIRMINGHAM NEXT

MOTION: Motion by Commissioner Sherman:

- G. Resolution authorizing the Mayor to sign the 2019 Program Year Community Development Block Grant (CDBG) Sub recipient Agreement on behalf of the City and approving the appropriations and amendment to the 2019-2020 CDBG Fund Budget as presented.
- I. Resolution approving the street light agreement between the City of Birmingham and DTE Energy Co. regarding the installation of streetlights at 298 S. Old Woodward Avenue. Further, directing the Mayor to sign the agreement on behalf of the City. All costs relative to this agreement will be charged to the adjacent owner.

11-276-19 (ITEM H) PARKING LOT 5 OUTFALL REPAIR

Commissioner Hoff expressed concern about the catch basins that become clogged. She asked Mr. Fletcher if the construction at Brookside was a contributing factor to the repairs needed in Lot 5, and if so, would the contractor be contributing to the cost of the repairs. Mr. Fletcher believes that the contractor is not responsible and that the timing of the repair is coincidental.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:
To approve the resolution awarding the Parking Lot 5 Outfall Repair, Contract #12-19 (S), to Angelo Iafrate Construction Company, in the amount of \$76,300, to be charged to account number 585-538.005-981.0100; and further approving the appropriation and amendment to the 2019-2020 Automobile Parking System Fund budget as presented.

VOTE:	Ayes,	7
	Nays,	0
	Absent,	0

V. UNFINISHED BUSINESS

None

VI. NEW BUSINESS

11-277-19 PUBLIC HEARING TO CONSIDER PY 2020 CDBG FUNDING

Finance Director Gerber presented this item.

Mayor Boutros opened the Public Hearing at 7:40 P.M.

Cara Lynch, therapist at Haven, requested CDBG dollars and presented information about the people in Birmingham who Haven provided services. Approximately 38 people were counselled, spoken to on the crisis line, or given educational material. The program also provides support to survivors of domestic abuse/violence. All of the services are free.

Commissioner Hoff asked how much the City of Birmingham has given Haven in the past to support their programs. Director Gerber offered that Haven had been funded through an outside agency contract. The amount budgeted for this year was \$2,000.

Mayor Boutros asked why the minimum of \$3500 for CDBG funding does not apply in this instance.

City Manager Valentine explained that it does apply, but Haven does not meet the stringent requirements set forth by the CDBG; therefore, the Commission has discretion on how to fund this project.

Mayor Boutros closed the Public Hearing at 7:44 P.M.

Commissioner Hoff expressed that she supports the work of Haven. Taking \$3500 from the CDBG funds to donate to Haven in effect would be taking it away from NEXT, which services more people in the community. She prefers to continue donating to local charities in the way that it has been done in the past.

Mayor Pro Tem Longe concurred with Commissioner Hoff. She felt that using CDBG funds for Haven would open the doors to other domestic violence organizations that have other avenues to raise funds. She believes that seniors are in more need of the grant funds to remedy actual health and safety issues.

Commissioner Baller agreed and wondered, as a new commissioner and member of the public, how much does the City give in charitable contributions annually and to what organizations.

City Manager Valentine explained that the City does not give money away; it contracts for services provided to the City in exchange for the funds. The information can be compiled and shared with the new commissioners.

Commissioner Baller would like to see that information published, maybe on the City's website.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:
To authorize Finance Director Gerber to complete the 2020 Program Year Community Development Block Grant application and conflict of interest certification and authorize the Mayor to sign the application and conflict of interest certification and other documents resulting from this application on behalf of the City and submit them to Oakland County. The project(s) to be included in the application and the respective allocations of Community Development Block Grant Funds are as follows:

		APPROVED IN 2020 BUDGET
1.	Public Services – Yard Services	\$ 7,327
2.	Public Services – Senior Services	\$ 3,500
3.	Minor Home Repair	<u>\$25,263</u>
	TOTAL	<u>\$36,090</u>

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

Nays, None

11-278-19 PUBLIC HEARING TO CONSIDER RE-PROGRAMMING PY 2018 CDBG FUNDING

Finance Director Gerber presented this item. He explained that due to available funds left over from 2018, staff would like to reprogram the use of the extra funds for minor home repairs before they expire.

Mayor Boutros opened the Public Hearing at 7:50 P.M.



**CITY OF BIRMINGHAM
REGULAR MEETING
November 25, 2019**

Present: Mayor Boutros
Mayor Pro Tem Longe
Commissioner Baller
Commissioner Hoff
Commissioner Host
Commissioner Nickita
Commissioner Sherman
Absent: None


MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:
To authorize Finance Director Gerber to complete the 2020 Program Year Community Development Block Grant application and conflict of interest certification and authorize the Mayor to sign the application and conflict of interest certification and other documents resulting from this application on behalf of the City and submit them to Oakland County. The project(s) to be included in the application and the respective allocations of Community Development Block Grant Funds are as follows:

1. Public Services – Yard Services
2. Public Services – Senior Services
3. Minor Home Repair
- TOTAL

APPROVED IN
2020 BUDGET
\$ 7,327
\$ 3,500
\$25,263
\$36,090

ROLL CALL VOTE: Ayes, Mayor Boutros
Mayor Pro Tem Longe
Commissioner Baller
Commissioner Hoff
Commissioner Host
Commissioner Nickita
Commissioner Sherman
Nays, None

I, Cheryl Arft, Acting City Clerk of the City of Birmingham, do hereby certify that the above is a true and correct copy of a resolution adopted by the Birmingham City Commission at their regular meeting of November 25, 2019.


Cheryl Arft
Acting City Clerk



THE CITY OF BIRMINGHAM IS ACCEPTING BID PROPOSALS FROM QUALIFIED SERVICE PROVIDERS TO MANAGE AND ADMINISTER A MINOR HOME REPAIR PROGRAM AND A PUBLIC SERVICES PROGRAM FOR YARD SERVICES AND SENIOR SERVICES FOR QUALIFIED LOW AND MODERATE-LOW INCOME RESIDENTS OF THE CITY OF BIRMINGHAM FOR THE PROGRAM YEAR JULY 1, 2020 THROUGH JUNE 30, 2021

Bid proposals must include a detailed explanation of the bidder's ability to manage and administer the Minor Home Repair Program and Public Services Program for Yard Services and Senior Services, the capability of provider having available contractors and staff to do the work required, a detailed cost and/or fees charged to run the above program, and provide reference letters of experience. This program will be funded with Community Development Block Grant (CDBG) funds; therefore, all CDBG program requirements will apply.

All bid proposals will be evaluated by a committee on a **100-point** scale using the following criteria:

1. **CAPABILITY** – Provider's ability to have and maintain qualified contractors and staff on hand to do required CDBG Yard Services, Senior Services, and Minor Home Repair work. All service work is to be completed in an efficient and well-organized manner. **(25 points)**
2. **EXPERIENCE** – Provider's past experience regarding this type of administration of service will be considered under this criterion. Please include a minimum of three (3) reference letters of experience with the bid proposal request. **(20 points)**
3. **FAMILIARITY (CDBG requirements)** – Provider's familiarity with the Community Development Block Grant (CDBG) program requirements and ability to comply with all CDBG required guidelines. **(20 points)**
4. **METHODOLOGY** – Provider's method of approach or work plan summary to meet municipality requirements for the scope of work specified. **(10 points)**
5. **REFERENCES** – Provide a list of sources. **(10 points)**
6. **COST** – Costs and/or fees charged by Provider to manage and administer the CDBG Minor Home Repair Program and Public Services Program for Yard Services and Senior Services to the residents of the City of Birmingham. **(15 points)**

ALL BID PROPOSALS ARE DUE BY FRIDAY, NOVEMBER 20, 2020 AT 2:00 P.M. AT THE CITY OF BIRMINGHAM CLERK OFFICE. BIDS CAN BE EITHER SUBMITTED ELECTRONICALLY TO: KBURRICK@BHAMGOV.ORG OR BIDS CAN BE IN A SEALED ENVELOPE ADDRESSED TO:

**CITY OF BIRMINGHAM
CDBG Bid Proposal
ATTN: Kathryn Burrick
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012**

The City of Birmingham is an equal opportunity employer. Businesses owned by women or minorities are strongly encouraged to apply. If you have any questions regarding this bid request, please contact Kathryn Burrick in the Finance Department at (248) 530-1815.



MEMORANDUM

Finance Department

DATE: June 12, 2020

TO: Thomas M. Markus, City Manager

FROM: Mark Gerber, Finance Director

SUBJECT: Fourth Quarter 2020-2021 Budget Amendment

INTRODUCTION:

Annually, projected revenues and expenditures are received by department heads in order to determine whether any additional adjustments are necessary to the City's current year budget. These adjustments are typically brought to the City Commission in June before the end of the fiscal year.

BACKGROUND:

The Uniform Budgeting Act requires budgets to be amended on a periodic basis as needed. Typically, this is done when the City Commission takes action to approve contracts throughout the year. As the fiscal year end approaches, departments were asked to submit their final revenue and expenditure estimates for the fiscal year. These estimates are compared to the amended budget to determine whether additional budget adjustments are necessary. By state law, only governmental funds are required to have budgets and therefore are the only funds that are recommended to be adjusted by this time.

LEGAL REVIEW:

No legal review is required for this action.

FISCAL IMPACT:

Based on an analysis by the Finance Department of information provided by department heads, the following is a list of the City's governmental funds and recommended adjustments:

General Fund

Overall, General Fund revenues are projected to be approximately \$1.4M under budget. The significant areas where revenue is projected to be under budget are: \$.6M in "Charges for Services" mainly due to ice arena operations which were curtailed due to COVID-19 restrictions; \$.9M in "Fines and Forfeitures" due to 48th District Court revenues as a result of COVID-19 restrictions and parking ticket fees due to lower parking activity in the downtown; \$.4M in "Interest and Rent" as a result of market adjustments on the city's portfolio; \$.2M in "Other Revenue" due to lower special assessment collections than expected. The only area we project significantly higher revenue than anticipated is in "Intergovernmental Revenue" of approximately \$.7M as a result of grant revenues.

It is projected that the revenue shortage will be offset by expenditure reductions of \$1.4M. The significant area where expenditures are projected to less than budget include: \$.5M in "Transfers

Out” expenditures due to a lower case load and reductions in 48th District Court expenditures; \$.35M in “Community Development” expenditures due to a reduction in contracted inspector expenses; \$.35M in “General Government” expenditures due to personnel savings and delayed projects; and \$.5M in “Engineering & Public Services” due to ice arena operations and personnel savings. These costs savings were partially offset by increase in “Public Safety” costs of \$.3M related to COVID-19 costs.

Greenwood Cemetery Perpetual Care Fund

No adjustments needed.

Major Streets

Projected expenditures for “Traffic Controls” is expected to be approximately \$125,000 over budget as a result of Maple Road engineering and contractor costs associated with installation of the mast arms. The cost of the contractor to install the mast arms and the related engineering costs were not encumbered in FY 2019-2020, so the budget for FY 2020-2021 was never adjusted for these carryover costs. These costs can be covered by “Maintenance of Streets and Bridges” which will be under budget by \$125,000.

Local Streets

Projected expenditures for “Administrative” is expected to be \$30 over budget as a result of higher than expected costs for audit expenditures. “Street Trees” is projected to be approximately \$5,000 over budget. This overage can be covered by the “Street Cleaning” budget as this budget category will be under budget.

Solid Waste Fund

Investment and Rent is projected to be \$29,500 less than budget due to projected market adjustments at the end of year. This revenue shortfall can be offset with a decrease in budgeted costs for solid waste disposal.

Brownfield Redevelopment Authority

No adjustments needed.

Principal Shopping District

No adjustments needed.

Triangle District Corridor Improvement Authority

No adjustments needed.

Law and Drug Enforcement Fund

No adjustments needed.

Debt Service Fund

Interest and Rent is projected to be \$2,900 less than budget due to projected market adjustments at the end of the year. In addition, expenditures are projected to be \$130 more than budgeted due to paying agent fees for the new bond issue. It is recommended to fund these variances out of fund balance.

Capital Projects Fund

No adjustments needed.

Park Improvement Construction Fund

No adjustments needed.

SUMMARY:

Based on the analysis performed by the Finance Department, it is recommended that the City Commission approve the suggested budget amendments to the General Fund, Major Street, Local Streets, and Debt Service Fund as explained above.

ATTACHMENTS:

None.

SUGGESTED RESOLUTION:

To approve the appropriations and amendments to the fiscal year 2020-2021 budget as follows:

General Fund:**Revenues:**

Intergovernmental	101-000.000-528.0000	\$ 700,000
Charges for Services	101-000.000-610.0000	(12,000)
	101-000.000-626.0003	(23,000)
	101-000.000-626.0004	(5,000)
	101-000.000-626.0005	(5,000)
	101-000.000-631.0001	(100,000)
	101-000.000-634.0002	(40,000)
	101-000.000-634.0003	(21,000)
	101-000.000-634.0004	(9,000)
	101-000.000-634.0005	(4,000)
	101-000.000-639.0001	(80,000)
	101-000.000-641.0203	(33,000)
	101-000.000-646.0003	(150,000)
	101-000.000-646.0005	(39,000)
	101-000.000-646.0006	(9,000)
	101-000.000-646.0007	(40,000)
	101-000.000-646.0011	(6,000)
	101-000.000-646.0012	(4,000)
	101-000.000-654.0004	(8,000)
	101-000.000-654.0005	(3,000)
	101-000.000-654.0006	(9,000)
Fines and Forfeitures	101-000.000-656.0000	(130,000)
	101-000.000-657.0000	(760,000)
	101-000.000-658.0000	(10,000)
Interest and Rent	101-000.000-664.0000	(370,000)
	101-000.000-666.0001	(30,000)
Other Revenue	101-000.000-672.0101	<u>(200,000)</u>
Total Revenue Adjustments		<u>\$(1,400,000)</u>

Expenditures:

General Government	101-101.000-955.0400	\$ (7,000)
	101-101.000-962.0000	(2,000)
	101-170.000-706.0002	(30,000)
	101-253.000-702.0001	(50,000)
	101-253.000-706.0002	(20,000)
	101-265.001-702.0001	(20,000)
	101-265.001-706.0002	(8,000)
	101-265.001-706.0009	(22,000)
	101-270.000-702.0001	(15,000)
	101-270.000-706.0002	(12,000)
	101-270.000-706.0012	(17,000)
	101-270.000-706.0013	(4,000)
	101-270.000-801.0200	(7,000)
	101-270.000-821.0100	(3,000)
	101-270.000-821.0200	(3,000)
	101-299.000-956.0200	(50,000)
	101-804.002-811.0000	(80,000)
Public Safety	101-301.000-702.0001	50,000
	101-336.000-702.0002	200,000
	101-337.000-729.0000	50,000
Community Development	101-371.000-811.0000	(350,000)
Engineering & Public Services	101-441.001-702.0001	(50,000)
	101-441.003-811.0000	(50,000)
	101-441.004-729.0000	(8,000)
	101-441.007-811.0000	(8,500)
	101-751.000-811.0000	(125,000)
	101-751.000-818.0300	(25,000)
	101-752.000-702.0001	(60,000)
	101-752.000-740.0000	(30,000)
	101-752.000-811.0000	(6,000)
	101-752.000-818.0100	(33,500)
	101-752.000-920.0000	(18,000)
	101-752.000-921.0000	(15,000)
	101-752.000-922.0000	(5,000)
	101-752.000-930.0300	(46,000)
	101-752.000-930.0500	(20,000)
Transfers Out	101-136.000-999.9999	(500,000)
Total Expenditure Adjustments		<u><u>\$(1,400,000)</u></u>

Major Streets Fund:Expenditures:

Traffic Controls	202-303.001-981.0100	\$ 125,000
Maintenance of Streets & Bridges	202-449.003-702.0001	(25,000)
	202-449.003-729.0000	(50,000)
	202-449.003-937.0500	(50,000)
Total Expenditure Adjustments		<u><u>\$ 0</u></u>

Local Streets Fund:Expenditures:

Administrative	203-191.203-802.0100	\$ 30
Street Trees	203-449.005-819.0000	5,000
Street Cleaning	203-449.004-937.0400	<u>(5,030)</u>
Total Expenditure Adjustments		<u>\$ 0</u>

Debt Service Fund:Revenues:

Draw from Fund Balance	308-000.000-400.0000	\$ 3,030
Interest and Rent	308-000.000-664.0000	<u>(2,900)</u>
Total Revenue Adjustments		<u>\$ 130</u>

Expenditures:

Debt Service	308-906.005-996.0000	\$ 130
Total Expenditure Adjustments		<u>\$ 130</u>



MEMORANDUM

Planning Division

DATE: June 14th, 2021

TO: Thomas Markus, City Manager

FROM: Nicholas Dupuis, City Planner

APPROVED: Jana L. Ecker, Planning Director

SUBJECT: Set a Public Hearing 239 N. Old Woodward – Bloom Bistro –
Special Land Use Permit, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit, Final Site Plan and Design Review for a proposed new bistro in an existing 1st floor tenant space of an existing 2-story commercial building in the historic Huston Building in Downtown Birmingham.

BACKGROUND:

Bloom was selected by the City Commission on October 26, 2020 as one of five bistro applications to move forward to contend for one of the two new bistro licenses that may be approved each calendar year. During the selection process, the applicant described Bloom as a destination, plant-based experience driven by a trendy atmosphere and complemented by hand crafted cocktails and a chef intensive, seasonally changing menu.

On May 26th, 2021, the Planning Board recommended approval to the City Commission the Special Land Use, Final Site Plan and Design Review with the following conditions:

1. The applicant must receive Historic District Commission approval for all exterior changes proposed;
2. The applicant must submit revised site plans showing non-public trash receptacles in each outdoor dining area;
3. The Planning Board APPROVES the projection into the Willits Alley right-of-way;
4. The applicant must provide the details on how many businesses utilize the shared compactor, including the proposed Bloom restaurant;
5. The applicant must submit specification sheets with Visual Light Transmittance figures for all proposed glazing;
6. The applicant must revise the sign concept for Bloom to meet the dimensional requirements of the Sign Ordinance; and
7. The applicant must comply with the requests of all City Departments.

At this time, the applicant has completed several of the conditions required by the Planning Board, including a scheduled review at the Historic District Commission on June 16th, 2021. The Planning Division will provide a complete list of updated information at the public hearing.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no concerns.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date for July 12th, 2021 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 239 N. Old Woodward – Bloom Bistro.

ATTACHMENTS:

Please find attached the following documents for your review:

- Draft Special Land Use Permit Resolution
- Planning Division Report
- Site/Design Plans
- Meeting Minutes
- Application & Supporting Documents

SUGGESTED RESOLUTION:

To set a public hearing date for July 12th, 2021 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 239 N. Old Woodward – Bloom Bistro.

Bloom
239 N. Old Woodward
Special Land Use Permit 2021

WHEREAS, BLOOM filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a food and drink establishment serving alcoholic liquors in the Downtown Birmingham Overlay District in accordance Article 3, Section 3.04(C)(10) of Chapter 126, Zoning, of the City Code;

WHEREAS, the land for which the Special Land Use Permit Amendment is sought is located on the west side of N. Old Woodward, north of Maple Rd., and within the boundaries of the Birmingham Shopping District;

WHEREAS, The land is zoned B-4, and is located in the D-4 zone within the Downtown Birmingham Overlay District, which permits the operation of food and drink establishments 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, The applicant submitted an application for a Special Land Use Permit, Final Site Plan and Design Review for BLOOM to operate at 239 N. OLD WOODWARD;

WHEREAS, The Planning Board on May 26, 2021 reviewed the application for a Special Land Use Permit, Final Site Plan and Design Review and recommended APPROVAL to the City Commission to permit a new food and drink establishment serving alcoholic liquors with the following conditions:

1. The applicant must receive Historic District Commission approval for all exterior changes proposed;
2. The applicant must submit revised site plans showing non-public trash receptacles in each outdoor dining area;
3. The Planning Board APPROVES/DISSAPROVES the projection into the Willits Alley right-of-way;
4. The applicant must provide the details on how many businesses utilize the shared compactor, including the proposed Bloom restaurant;
5. The applicant must submit specification sheets with Visual Light Transmittance figures for all proposed glazing;
6. The applicant must revise the sign concept for Bloom to meet the dimensional requirements of the Sign Ordinance; and
7. The applicant must comply with the requests of all City Departments.

WHEREAS, The applicant has agreed to provide all requested information and to comply with the requests of all City departments;

WHEREAS, The Birmingham City Commission has reviewed BLOOM'S Special Land Use Permit 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 BLOOM'S application for a Special Land Use Permit, Final Site Plan and Design Review at 239 N. OLD WOODWARD 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 is granted subject to the following conditions:

1. BLOOM will close outdoor dining areas at midnight each day of the week;
2. BLOOM shall abide by all provisions of the Birmingham City Code; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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, BLOOM 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 BLOOM to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that BLOOM is recommended for the operation of a food and drink establishment serving alcoholic beverages on premises, above all others, subject to final inspection.

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 July 12, 2021.

Alexandria Bingham
City Clerk



MEMORANDUM

Planning Division

DATE: May 26th, 2021

TO: Jana Ecker, Planning Director

FROM: Nicholas Dupuis, City Planner

SUBJECT: 239 N. Old Woodward – Bloom Bistro – Special Land Use Permit, Final Site Plan & Design Review

The subject site, 239 N. Old Woodward, is currently used as a 2-story commercial building (historic Huston Building) fronting onto N. Old Woodward. The applicant has submitted a Special Land Use and Final Site Plan/Design Review application for the introduction of a new bistro a first-floor tenant space, formerly the Pita Café. The applicant is proposing a 65-seat interior and a 36-seat outdoor dining space with extensive façade renovations proposed for this new tenant and for the building as a whole in the future.

Bloom was selected by the City Commission on October 26, 2020 as one of five bistro applications to move forward to contend for one of the two new bistro licenses that may be approved each calendar year. During the selection process, the applicant described Bloom as a destination, plant-based experience driven by a trendy atmosphere and complemented by hand crafted cocktails and a chef intensive, seasonally changing menu.

The Birmingham Code of Ordinances states that a contract for transfer and a Special Land Use Permit are required for all licenses approved under Chapter 10 – Alcoholic Liquors. The licensee must comply with all provisions of the contract and Special Land Use Permit, and any amendments thereto as a condition of granting of a requested transfer. Accordingly, the applicant must obtain a recommendation from the Planning Board on the Special Land Use and Final Site Plan/Design Review application, which is then reviewed for final consideration by the City Commission.

The Huston Building is a locally designated historic resource in the Central Business Historic District. The building was built in 1923, and has been altered several times over the years into what exists today. Although there have been changes, the building is considered to be in good shape, as the original brick façade remains (albeit painted), along with the second floor window openings, distinct roof shape, and its retail use split into two tenants on the first floor. The applicant has indicated that they will be proposing extensive façade renovations to the building aiming to restore the building to a look that more closely matches the original 1923 façade. These changes are required to be reviewed by the Historic District Commission, and may be altered

based on a review of the Secretary of the Interior Standards for Rehabilitation and Chapter 127 of the Birmingham Code of Ordinances. The applicant is scheduled to go before the Historic District Commission on June 16th, 2021 for the façade renovations, including Bloom. **The applicant must receive Historic District Commission approval for all exterior changes proposed.**

1.0 Land Use and Zoning

1.1 Existing Land Use – 2-Story historic commercial building

1.2 Zoning – B4 (Business-Residential) and D4 (Downtown Overlay)

1.3 Summary of Adjacent Land Use and Zoning –

	North	South	East	West
Existing Land Use	Commercial	Commercial	Commercial	Commercial
Existing Zoning District	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential)
Overlay Zoning District	D4	D4	D4	D4

2.0 Activation Overlay District

As the subject site is located on the Willits Alley, and the applicant is proposing to activate the rear of the building with outdoor dining, a review of the Activation Overlay District is required.

The Willits Alley is classified as an Active Via. An Active Via is defined as an alley with a mix of uses and activities used by pedestrians/bicyclists for travel, some commercial activities, pausing for respite, outdoor dining, etc. with shared use by service vehicles (deliveries, trash removal, etc.). However, Article 3, Section 3.16 (A) states that the following uses are permitted within Active, Connecting and Destination Vias:

1. Retail sales and display;
2. Public plazas and informal gathering spaces;
3. Art display; and
4. Community Gardens.

In addition, the following uses are also permitted within Connecting and Destination Vias:

1. Outdoor dining; and
2. Special Events.

It would appear as though there is a conflict between the definition of Active Via, which includes outdoor dining, and the permitted uses of each classification of Via, which seems to preclude outdoor dining in Active Vias. **The Planning Board should discuss this inconsistency in the context of the original intent of the Activation Overlay District.**

In addition to use, the applicant is also proposing several design approaches and a sign related to the requirements outlined in the Activation Overlay District. The new Bloom restaurant will be directly accessible from the adjoining via, and the applicant is proposing creative design and color to enhance the rear. The applicant is also proposing one sign that reads "Bloom" above the rear entry door measuring 6 sq. ft. Section 3.16 (I) of the Activation Overlay District requires the following:

1. All doors adjoining alleys or passages are required to provide signage identifying the first floor business(es) contained therein;
2. All first floor uses with rear or side entrances onto alleys or passages must provide pedestrian scaled projecting signs mounted perpendicular to the corresponding facade. One projecting sign is required for each facade with an entrance onto a via. Projecting signs may extend no more than 4 feet from the building facade, projecting banners may extend no more than 6 feet from the building facade, and neither may encroach the clear zone for service vehicles;
3. The lowest point of all projecting signage must be a minimum of 8 feet above grade;
4. Alley and passage commercial signage must be reviewed in accordance with the procedure contained in Article 2 of the Birmingham Sign Ordinance (Chapter 86 of the City Code), but is intended to be bolder and more graphic in nature than storefront signage; and
5. The square footage of the required alley and passage commercial signage required in this section will not count against the maximum total signage permitted on the site.

At this time, the rear sign as proposed does not meet the requirements of the Activation Overlay District, as the proposed sign is not a projecting sign mounted perpendicular to the facade. Thus, **the applicant must submit a revised sign plan that meets the requirements of the Activation Overlay District.**

3.0 Bistro Requirements

Article 9, Section 9.02, Definitions, of the Zoning Ordinance defines a bistro as a restaurant with a full service kitchen with interior seating for no more than 65 people and additional seating for outdoor dining for no more than 65 people.

Article 3, Section 3.04(C)(10) of the Zoning Ordinance permits bistros in the Downtown Overlay District as long as the following conditions are met:

- a. No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats;
- b. Alcohol is served only to seated patrons, except those standing in a defined bar area;
- c. No dance area is provided;
- d. Only low key entertainment is permitted;
- e. Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
- f. A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1' and 8' in height;
- g. All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and
- h. Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
- i. Enclosures facilitating year round dining outdoors are not permitted.
- j. Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.
- k. Outdoor rooftop dining is permitted with the conditions that surrounding properties are not impacted in a negative manner and adequate street level dining is provided as determined by the Planning Board and City Commission. Rooftop dining seats will count towards the total number of permissible outdoor dining seats.

At this time, the applicant appears to meet the requirements listed above. On the interior, the proposed L-shaped bar contains 7 seats and a well-defined bar area that is marked on the floor plan. There is no dance floor, and there are no indications on the plans that any entertainment will be provided at the proposed restaurant. In totality, the applicant is proposing 65 interior seats, including the 7 at the bar.

As far as exterior conditions, a 12-seat outdoor patio is proposed out front along S. Old Woodward, and a 24-seat outdoor dining area is proposed in the Willits Alley (36 total). Both outdoor dining areas are proposed to be defined by seasonal planter boxes, and contain metal tables and chairs with umbrellas matching the color palate of the Bloom concept. The applicant maintains a 5 ft. walking path on the S. Old Woodward thoroughfare, and a 13 ft. 2 in. drive aisle in the alley. The site plans submitted do not show a trash receptacle in the outdoor dining areas aside from an existing public trash can on S. Old Woodward. **The applicant must submit revised site plans showing non-public trash receptacles in each outdoor dining area.** The applicant has also submitted glazing calculations showing 71% glazing proposed, which will be discussed in further detail in the Design Review section below.

Bloom has indicated that the proposed hours of operation for the bistro are 11 AM – 1 AM on Monday-Friday, and 9:30 AM – 1 AM on Saturday and Sunday. The applicant has stated that the outdoor dining hours will comply with the Zoning Ordinance, which permits outdoor dining until 12 AM. It is worth noting that the proposed Willits Alley outdoor dining area is not directly adjacent to the Willits Building, which is predominantly residential, but it is within 70 ft. of the building. The only other outdoor dining that has been permitted in the Willits Alley is that of Dick O' Dows, which was approved while Maple Rd. was under construction under the temporary COVID-19 outdoor dining expansion resolution. Up to this point, the Planning Division has not received any complaints from the Willits regarding any nuisance stemming from that outdoor dining area.

4.0 Setback and Height Requirements

Please see the attached zoning compliance summary sheet for details on setback and height requirements. The following bulk, placement and/or height issues are present:

1. The applicant is proposing a plain (no text/graphics), vertical canvas banner that extends from the top of the first floor to just below the roofline at the rear of the building along the alley. Article 4, Section 4.74 (4)(D)(c)(i) states that removable architectural elements may be approved by the Planning Board to project into the right of way provided that they are constructed to support applicable loads without any ground mounted supports on public property. Encroachments with less than 15 ft. of clearance above the sidewalk shall not extend into or occupy more than two-thirds of the width of the sidewalk or 5 ft., whichever is less, and must not interfere with any existing or planned streetscape elements or infrastructure. The proposed banner extends 1.5 ft. into the public right-of-way, meeting the requirements of the Ordinance. Thus, **the applicant must receive**

approval from the Planning Board for the projection into the right-of-way.

5.0 Screening and Landscaping

- 5.1 Dumpster Screening – The applicant is proposing to utilize an existing trash compactor located behind the Sum-Thing retail store roughly 140 ft. away from the rear access door of Bloom. The applicant has not indicated how many users currently have access to the compactor, nor how often it is emptied. Chapter 90, Section 90-30 of the Birmingham Code of Ordinances permits commercial properties to share waste receptacles between no more than four to six businesses. **The applicant must provide the details on how many businesses utilize the shared compactor, including the proposed Bloom restaurant.**
- 5.2 Parking Lot Screening – The subject site is located within the Parking Assessment District. Therefore, no additional off-street parking facility and accompanying screening is required or proposed.
- 5.3 Mechanical Equipment Screening – The applicant is not proposing any changes to the existing rooftop mechanical units on the building.
- 5.4 Landscaping – The subject site is currently fully developed with no existing landscaping on site. The applicant is not proposing any new landscaping beds on site. Rather, there will be several planter boxes at the outdoor dining areas containing seasonal plantings such as assorted Coleus/Potato Vines, Palms, Bird of Paradise, and Sanservia. There is also some existing ivy located on the rear of the building that appears to be proposed to remain, although it appears more likely that new ivy would be planted due to the new paint proposed on the rear of the building. Although this potentially re-planted ivy appears to be proposed as Boston Ivy, the Planning Division would like to note at this time that English Ivy is a prohibited species per Article 4, Section 4.20 (D)(4) of the Zoning Ordinance.
- 5.5 Streetscape – There are no new streetscape items proposed as a part of this Special Land Use Permit and Final Site Plan/Design Review application. The N. Old Woodward streetscape in that area was recently redone and contains nearby planter boxes, a pedestrian streetlight, and a waste receptacle.

6.0 Parking, Loading and Circulation

- 6.1 Parking – The subject site is located within the Parking Assessment District. Therefore, no additional off-street parking facility is required or proposed.
- 6.2 Loading – The lower level tenant space measures 3,065 sq. ft. No off-street loading spaces are required for the less than 5,000 sq. ft. commercial use.
- 6.3 Vehicular Circulation and Access – The vehicular circulation and access is proposed to remain the same as is existing. The subject site is currently accessed by S. Old Woodward right-of-way parking, and the Willits Alley in the rear.
- 6.4 Pedestrian Circulation and Access – Pedestrians are able to access the new bistro space through a front door on the N. Old Woodward façade as well as a back door accessible to patrons in the Willits Alley.

7.0 Lighting

The applicant is not proposing to add any additional light fixtures to the building as a part of the façade renovations proposed. The applicant has noted that there are three exterior light sconces on the rear of the building that are proposed to remain.

8.0 Departmental Reports

- 8.1 Engineering Division – The Engineering Division has not provided any comments at this time. All comments received will be shared with the Planning board during Site Plan Review.
- 8.2 Department of Public Services – The Department of Public Services has not provided any comments at this time. All comments received will be shared with the Planning board during Site Plan Review.
- 8.3 Fire Department – The Fire Department has provided the following comments:
 - 1. Maintain fire suppression and alarm system during construction and occupancy.
 - 2. Keep life safety systems in service during construction / remodeling.
 - 3. Fire extinguishers required on premises during construction / remodeling.
 - 4. Knox box required.
 - 5. Site plan walk-thru by AHJ required and may change remodeling plans as required by code.

8.4 Police Department – The Police Department has no concerns at this time. They provided one comment that no liquor license has been submitted yet for Bloom to the Police Department for review/approval.

8.5 Building Division – The Building Division has provided the following comments:

1. As requested, the Building Department has examined the plans for the proposed project referenced above. The plans were provided to the Planning Department for site plan review purposes only and present conceptual elevations and floor plans. Although the plans lack sufficient detail to perform a code review, the following comments are offered for Planning Design Review purposes and applicant consideration:

Applicable Building Codes:

- 2015 Michigan Building Code. Applies to all buildings other than those regulated by the Michigan Residential Code.
- 2015 Michigan Mechanical Code. (Residential requirements for mechanical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- 2015 Michigan Plumbing Code. (Residential requirements for plumbing construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- 2017 National Electrical Code along with the Michigan Part 8 Rules. (Residential requirements for electrical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)

Review Comments:





- There are no building code concerns at this time.

9.0 Design Review

As noted in the introduction, the applicant is proposing several exterior changes to the building for Bloom, but has also shown a future concept for the entire building that is

scheduled to go before the Historic District Commission on June 16th, 2021. For the purposes of this Special Land Use Permit, Final Site Plan and Design Review application for Bloom, the Planning Division will consider only the façade changes for the proposed restaurant space.

The changes specific to the proposed Bloom restaurant space are proposed to be simple and involve a reworked storefront, signage, and a painted rear façade. A complete list of all of the new proposed façade materials is as follows:

Material	Location	Color
Aluminum & Glass French Doors	1 st floor storefront	
Aluminum & Glass Transom Windows	Above 1 st floor French doors	
Paint	Front and rear facades	
Granite	Base of storefront	

Glazing

As noted above, the applicant is proposing to rework the entire storefront and add new glazing, which requires them to meet the glazing requirements outlined in Article 3, Section 3.04 of the Zoning Ordinance. The New Storefront Elevation drawing shown on sheet A-2 contains a calculation showing that the new storefront contains 71% glazing in between 1 ft. and 8 ft. from grade. However, the applicant has not submitted specification sheets on any proposed glazing to ensure that the clarity requirements of 80% VLT are met. **The applicant must submit specification sheets with Visual Light Transmittance figures for all proposed glazing.**

Signage

The applicant is proposing five total signs. The linear frontage of the building measures roughly 42 ft., which permits the building 42 sq. ft. of total signage. Article 3, Section 3.02 of the Sign Ordinance defines a sign as any object, device, logo, display or structure, or part thereof, which is intended to advertise, identify, display, or direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means.

In addition, Article 2, Section 2.03 requires sign area to be computed by means of the smallest square or rectangle that will encompass the extreme limits of the writing, representation, emblem or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. Considering the definition and computation regulations above, a breakdown of the building signage is provided in the following table:

Sign (Type)	Sign Area (Sq. Ft.)
Stacked Deli (Wall Sign)	16
Bloom (Wall Sign – Canvas)	56
Bloom (Projecting Sign)	7
Bloom (Name Letter Sign – Rear)	6*
Bloom (Name Letter Sign – Clear Panel, Vinyl)	1
Bloom (Name Letter Sign – Window Header, Vinyl)	1
Total Proposed Combined Sign Area:	81
Total Permitted Combined Sign Area:	42
<i>*Area not included in proposed combined sign area per Activation Overlay District</i>	

In regards to the main canvas wall sign and the vinyl name letter sign on the clear panel in front of the transom windows, their projection from the building face also violates Article 1, Section 1.05 (K)(6)(b) of the Sign Ordinance which requires that no wall signs shall project more than 9 inches measured from the wall to which it is attached to the outer surface. The signs as proposed project 12 in.

In summation, **the applicant must revise the sign concept for Bloom to meet the dimensional requirements of the Sign Ordinance**

10.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detailed and Scaled Site Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Land Survey	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Floor Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Photometric Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Colored Elevations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Specification Sheets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Samples	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Site & Aerial Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11.0 Bistro Criteria

Chapter 10, Alcoholic Liquors, section 10-82 provides a limitation on the number of Bistro Licenses that the City Commission may approve, and provides selection criteria to assist the Planning Board and City Commission in evaluating applications for Bistro Licenses. Section 10-82 states:

(1) New establishments. Two (2) Bistro Licenses may be approved each calendar year to applicants who do not meet the definition of existing establishments as set forth in (a)(1) above. In addition to the usual criteria used by the city commission for liquor license requests, the commission shall consider the following non-exclusive list of criteria to assist in the determination of which of the new establishment applicants, if any, should be approved:

- a. The applicant's demonstrated ability to finance the proposed project.
- b. The applicant's track record with the city including responding to city and/or citizen concerns.
- c. Whether the applicant has an adequate site plan to handle the bistro liquor license activities.
- d. Whether the applicant has adequate health and sanitary facilities.
- e. The establishment's location in relation to the determined interest in the establishment of bistros in the Overlay District and the Triangle District.
- f. The extent that the cuisine offered by applicant is represented in the city.
- g. Whether the applicant has outstanding obligations to the city (ie property taxes, utilities, etc.).

The applicant demonstrated at the City Commission that they will be able to finance the project and will offer a bistro that compliments that many health-related enterprises already located in the City. The applicant also does not have any outstanding obligations to the City at this time. The bistro plans proposed provide an adequate space to carry out their liquor license activities with proper health and sanitary facilities. The proposed menu that features a variety of completely plant-based food is not over-represented in the area.

12.0 Approval Criteria

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 nor 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.

In addition, Article 7, Section 7.26 requires applications for a Special Land Use Permit to meet the following criteria:

- (1) The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.
- (2) The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.
- (3) The use is consistent with the public health, safety and welfare of the city.
- (4) The use is in compliance with all other requirements of this Zoning Ordinance.
- (5) The use will not be injurious to the surrounding neighborhood.
- (6) The use is in compliance with state and federal statutes.

13.0 Recommendation

Based on a review of the site plan submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** to the City Commission the Special Land Use and Final Site Plan/Design Review application for 239 N. Old Woodward – Bloom – with the following conditions:

1. The applicant must receive Historic District Commission approval for all exterior changes proposed;
2. The applicant must submit revised site plans showing non-public trash receptacles in each outdoor dining area;
3. The Planning Board APPROVES/DISSAPROVES the projection into the Willits Alley right-of-way;
4. The applicant must provide the details on how many businesses utilize the shared compactor, including the proposed Bloom restaurant;
5. The applicant must submit specification sheets with Visual Light Transmittance figures for all proposed glazing;
6. The applicant must revise the sign concept for Bloom to meet the dimensional requirements of the Sign Ordinance; and

7. The applicant must comply with the requests of all City Departments.

14.0 Sample Motion Language (*Final Site Plan & Design Review*)

Motion to recommend **APPROVAL** to the City Commission the Final Site Plan & Design Review for 239 N. Old Woodward – Bloom – subject to the following conditions:

1. The applicant must receive Historic District Commission approval for all exterior changes proposed;
2. The applicant must submit revised site plans showing non-public trash receptacles in each outdoor dining area;
3. The Planning Board APPROVES/DISSAPROVES the projection into the Willits Alley right-of-way;
4. The applicant must provide the details on how many businesses utilize the shared compactor, including the proposed Bloom restaurant;
5. The applicant must submit specification sheets with Visual Light Transmittance figures for all proposed glazing;
6. The applicant must revise the sign concept for Bloom to meet the dimensional requirements of the Sign Ordinance; and
7. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review 239 N. Old Woodward – Bloom – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to recommend the **DENIAL** to the City Commission the Final Site Plan & Design Review for 239 N. Old Woodward – Bloom – for the following reasons:

1. _____
2. _____
3. _____

15.0 Sample Motion Language (*Special Land Use Permit*)

Motion to recommend **APPROVAL** to the City Commission the Special Land Use Permit for 239 N. Old Woodward – Bloom – subject to the conditions of Final Site Plan & Design Review approval.

OR

Motion to **POSTPONE** the Special Land Use Permit for 239 N. Old Woodward – Bloom – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to recommend **DENIAL** to the City Commission the Special Land Use Permit for 239 N. Old Woodward – Bloom – for the following reasons:

1. _____
2. _____
3. _____

**Zoning Compliance Summary Sheet
Final Site Plan Review
239 N. Old Woodward - Bloom**

Existing Site: 2-Story Commercial Building

Zoning: B4 (Business-Residential) and D4 (Downtown Overlay)

Land Use: Commercial

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Commercial	Commercial	Commercial	Commercial
Existing Zoning District	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential)
Overlay Zoning District	D4	D4	D4	D4

Land Area: Existing: 0.049 ac.
Proposed: 0.049 ac.

Dwelling Units: Existing: 0 units
Proposed: 0 units

Minimum Lot Area/Unit: Required: N/A
Proposed: N/A

Min. Floor Area /Unit: Required: N/A
Proposed: N/A

Max. Total Floor Area: Required: N/A
Proposed: N/A

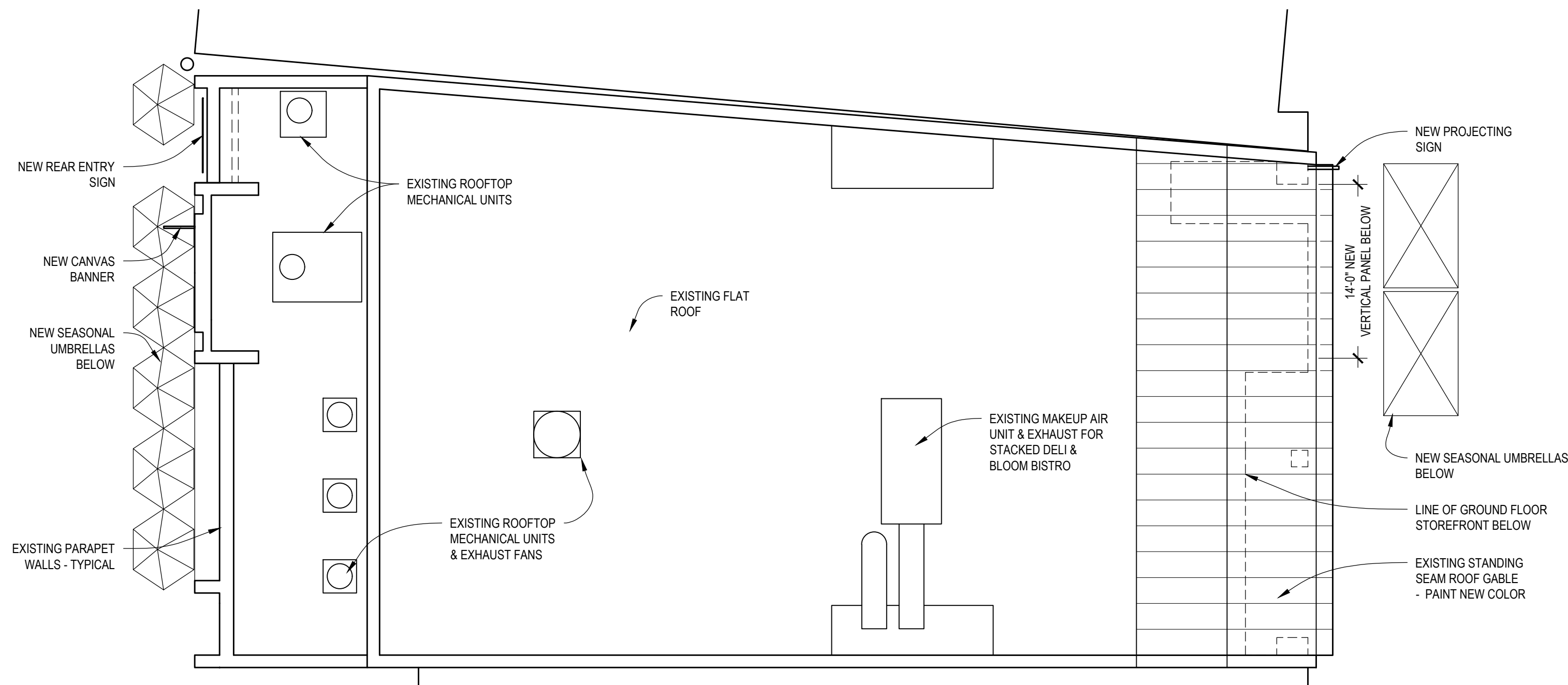
Min. Open Space: Required: N/A
Proposed: N/A

Max. Lot Coverage: Required: N/A
Proposed: N/A

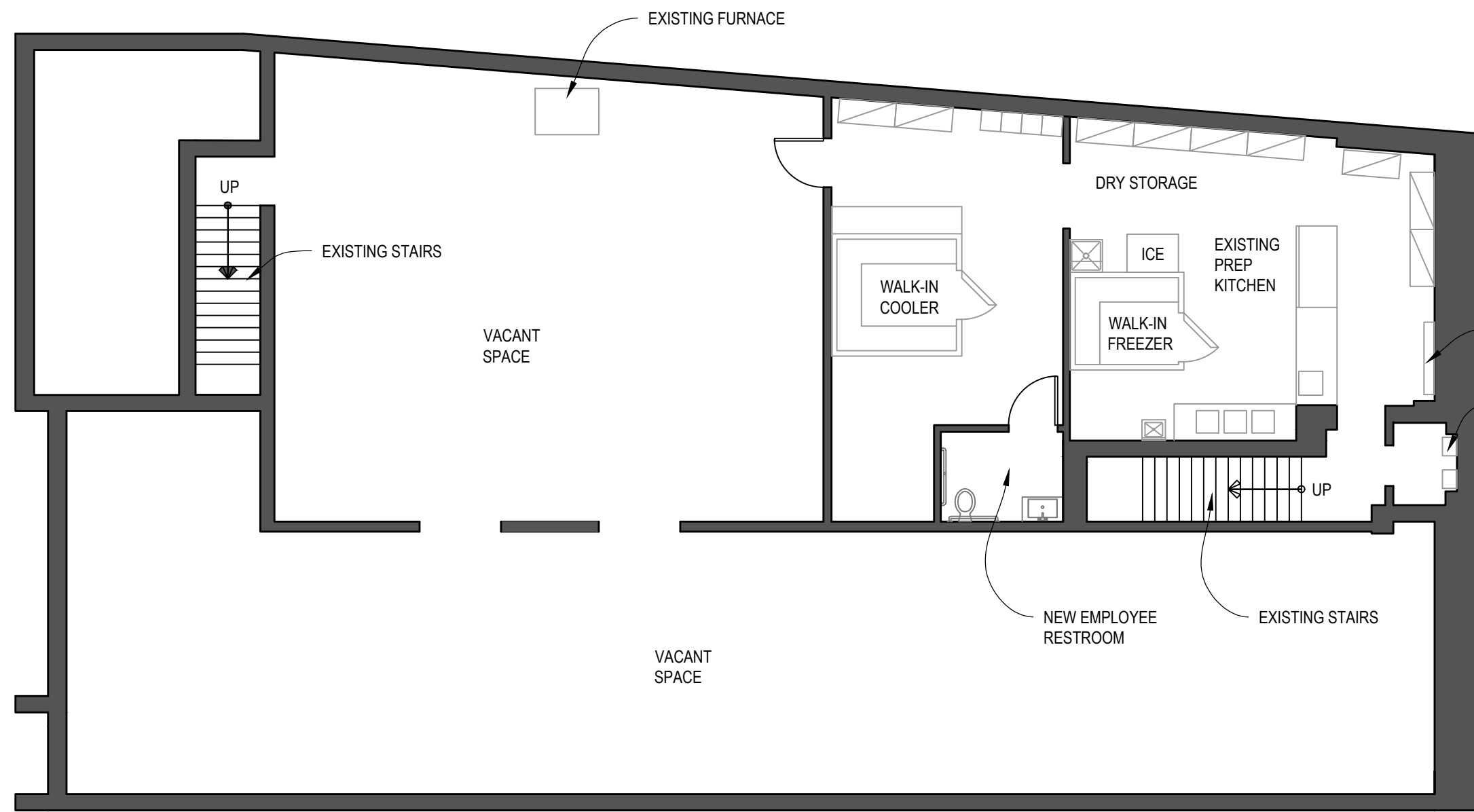
Front Setback:	Required:	0 ft.
	Proposed:	0 ft.
Side Setbacks	Required:	0 ft.
	Proposed:	0 ft.
Rear Setback:	Required:	0 ft.
	Proposed:	0 ft. (no changes proposed)
Min. Front+Rear Setback	Required:	N/A
	Proposed:	N/A
Max. Bldg. Height:	Permitted:	80 ft.
	Proposed:	33 ft. (no changes proposed)
Min. Eave Height:	Required:	58 ft.
	Proposed:	Existing
Floor-Ceiling Height:	Required:	N/A
	Proposed:	N/A
Front Entry:	Required:	N/A
	Proposed:	N/A
Absence of Bldg. Façade:	Required:	N/A
	Proposed:	N/A
Opening Width:	Required:	N/A
	Proposed:	N/A
Parking:	Required:	0 off-street spaces (Parking Assessment District)
	Proposed:	0 off- street spaces
Min. Parking Space Size:	Required:	180 sq. ft.
	Proposed:	N/A
Parking in Frontage:	Required:	N/A
	Proposed:	N/A
Loading Area:	Required:	None
	Proposed:	None
Screening:		

Parking: Required: None

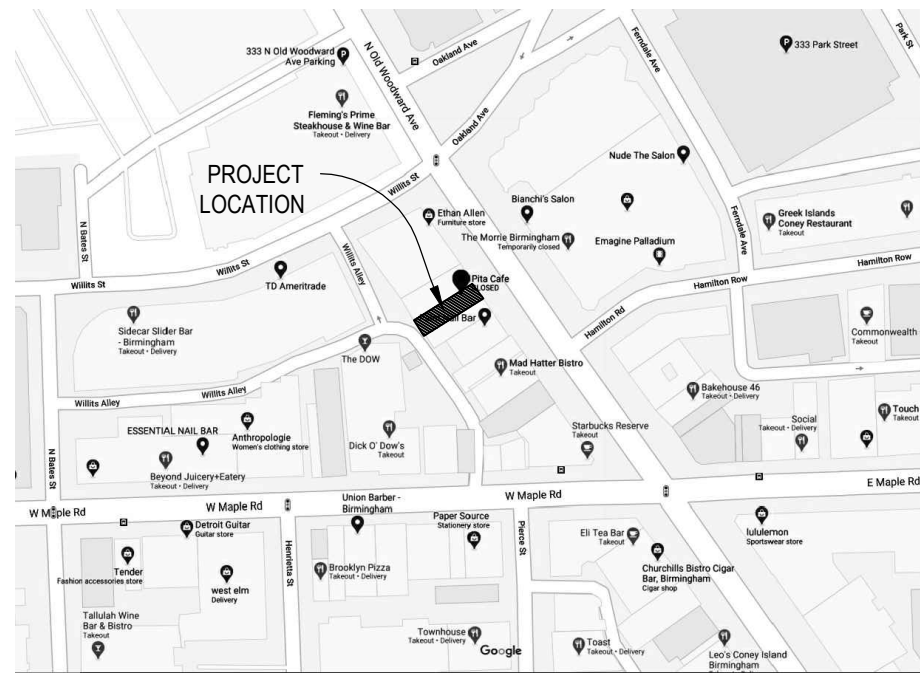
	Proposed:	None
<u>Loading:</u>	Required:	None
	Proposed:	None
<u>Rooftop Mechanical:</u>	Required:	Fully screened from public view
	Proposed:	No changes proposed
<u>Elect. Transformer:</u>	Required:	N/A
	Proposed:	N/A
<u>Dumpster:</u>	Required:	6 ft. masonry w/ wood gate
	Proposed:	No changes proposed



3 ROOF PLAN
scale: 1/8" = 1'-0"



2 BASEMENT FLOOR PLAN
scale: 1/8" = 1'-0"



PROJECT INFORMATION:

ZONING: B-4, D-4 OVERLAY & HISTORIC DISTRICT
CURRENT USE GROUP: A-2, RESTAURANT
PROPOSED USE GROUP: A-2, RESTAURANT

PROJECT AREAS:
MAIN FLOOR = 2,148 SF
BASEMENT = 917 SF

PARCEL NUMBER: 08-19-25-378-014

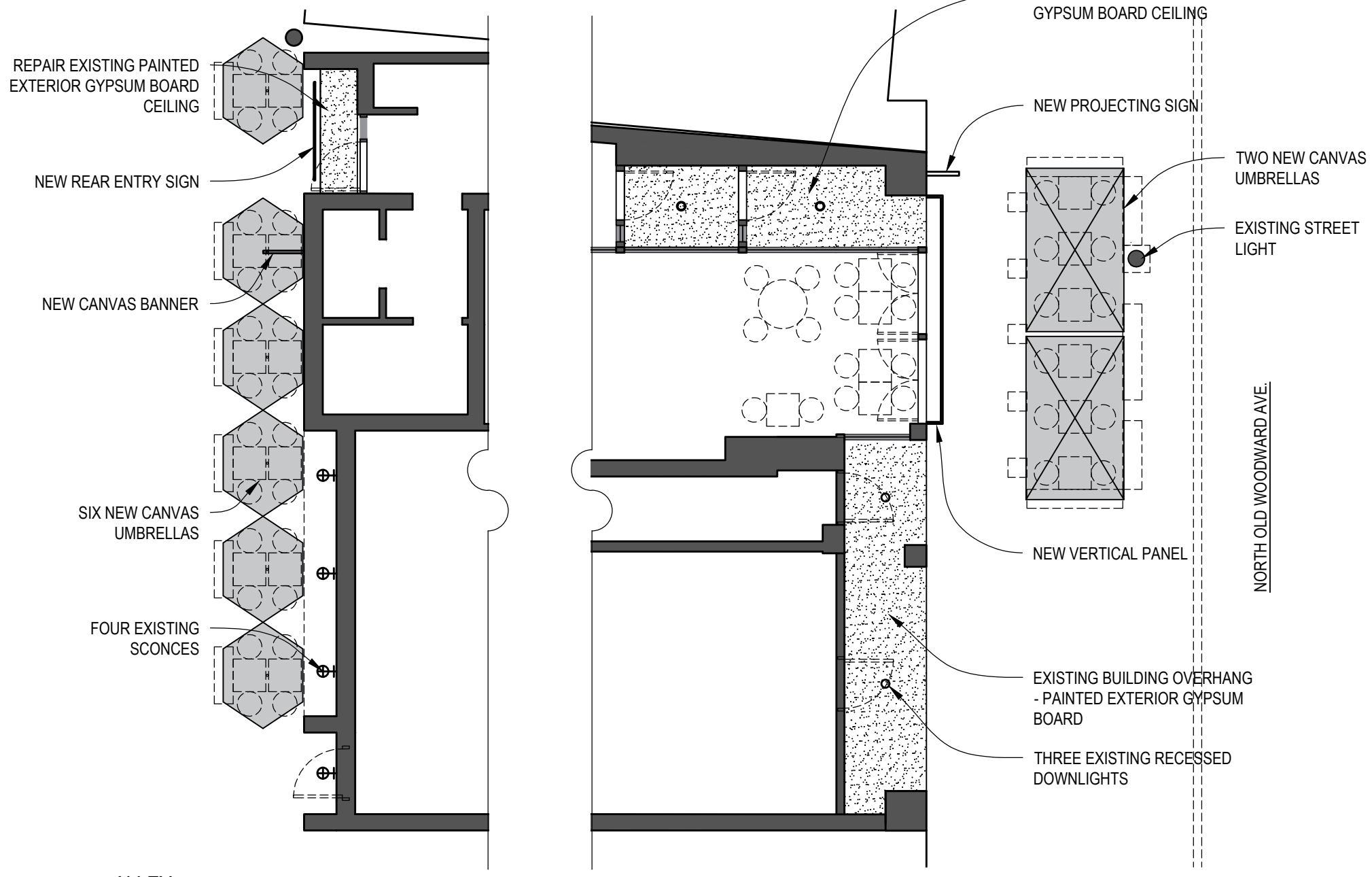
LEGAL DESCRIPTION -
T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 19
PART OF LOT 10 BEG AT NE LOT COR, TH S
33-28-00 E 41.58 FT, TH S 57-35-00 W 90.60 FT, TH
N 33-26-50 W 49.57 FT, TH N 90.83 FT TO BEG

SEATING CAPACITY

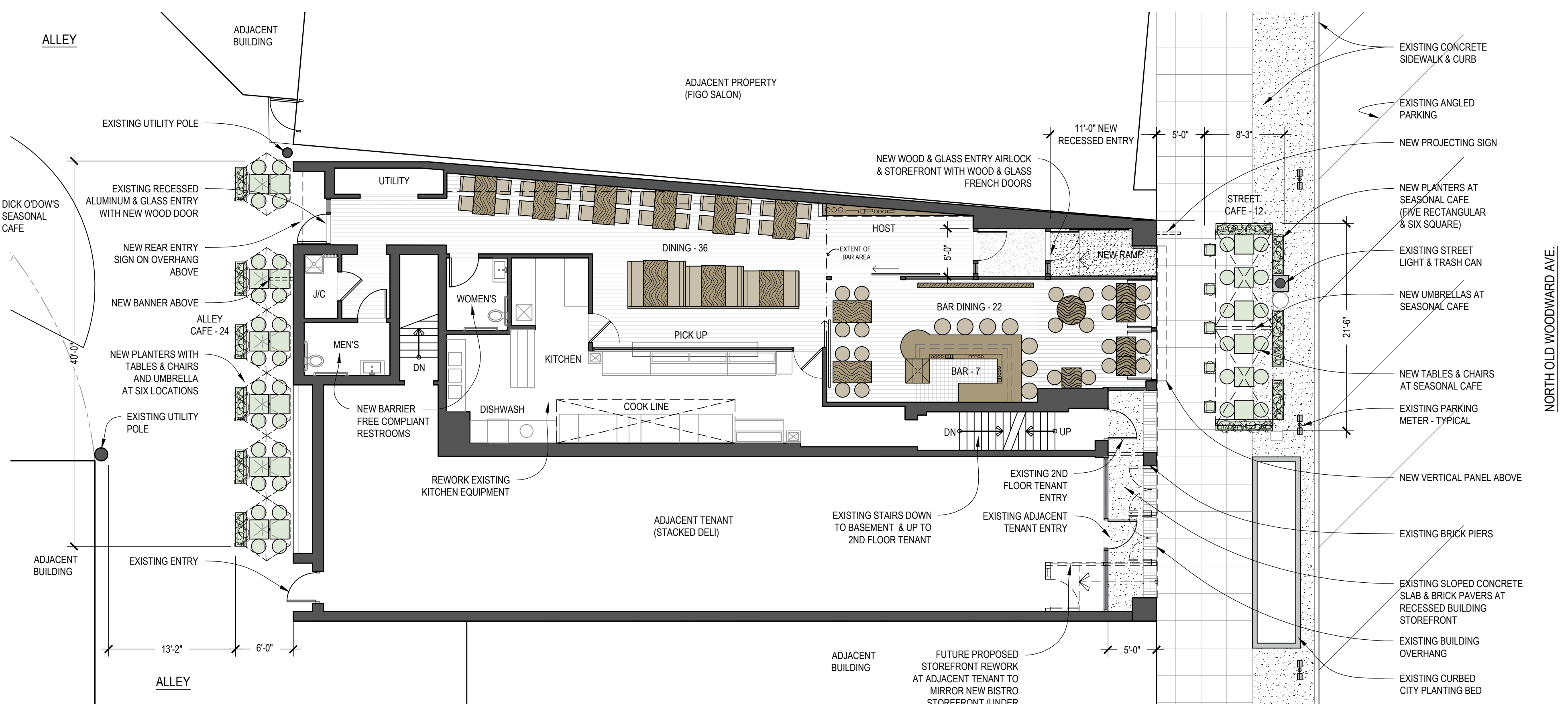
INTERIOR SEATING	
BAR	7
BAR DINING	22
DINING	36
TOTAL INTERIOR	65

SEASONAL SEATING, IN CITY R.O.W.	
STREET CAFE	12
ALLEY CAFE	24
TOTAL CAFE SEATING	36

GRAND TOTAL 101



4 EXTERIOR LIGHTING PLAN
scale: 1/8" = 1'-0"



1 MAIN LEVEL FLOOR PLAN
scale: 1/8" = 1'-0"

RON ANDROMAN
architects et al.
275 E. Frank St. Birmingham, MI 48009
o) 248.723.5790 f) 248.723.5795

Project:

BLOOM
NEW BISTRO IN AN EXISTING RESTAURANT SPACE
239 N. OLD WOODWARD AVE., BIRMINGHAM, MI 48009

Seal:

Issue Date:

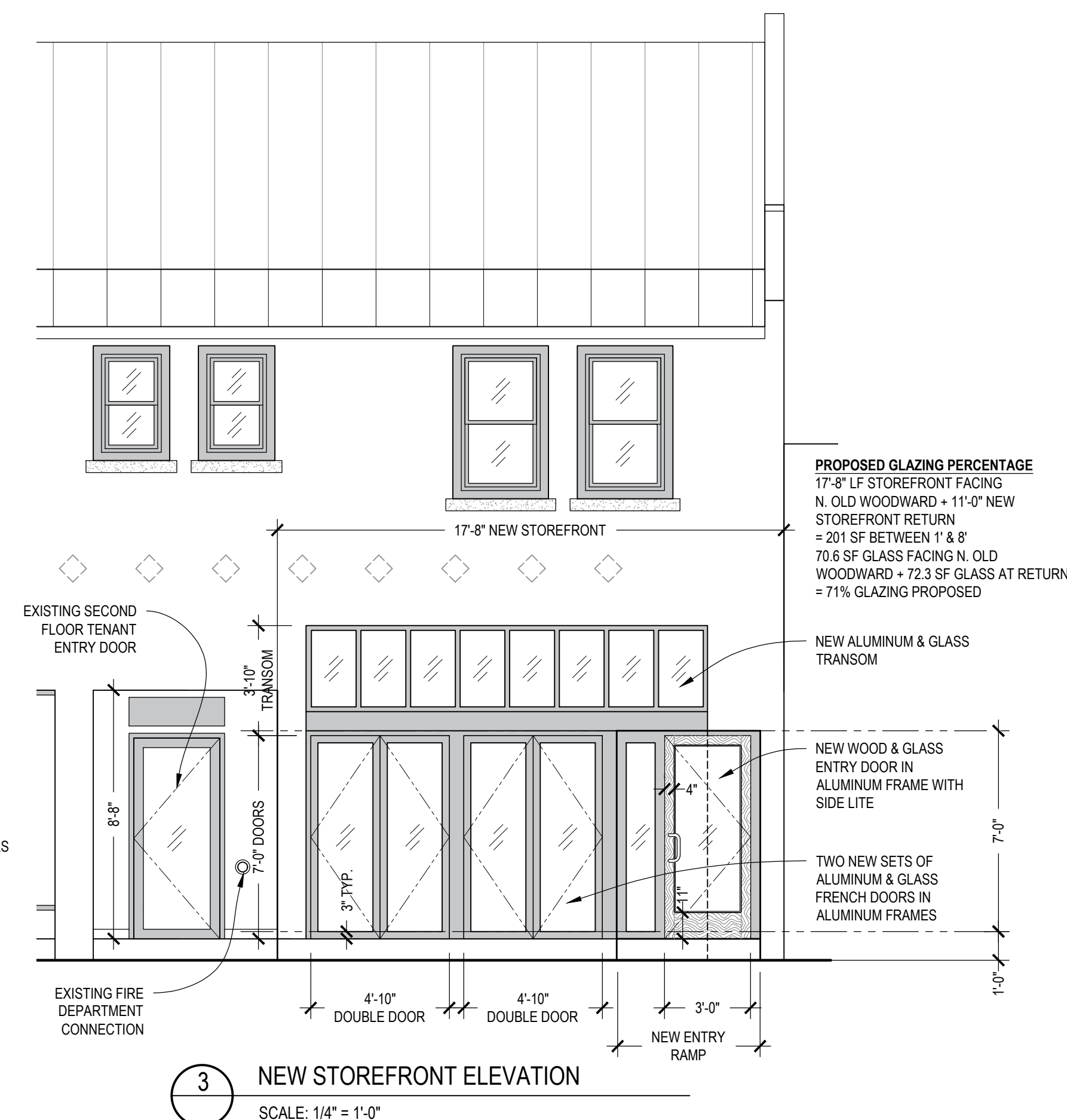
BISTRO SLUP	5/12/21

Sheet Title:

FLOOR PLANS

Sheet Number:

A-1



* OTHER BUILDING IMPROVEMENTS SHOWN FOR REFERENCE,
NOT PART OF BISTRO SLUP, NOTED AS "FUTURE" *

ject:

BLOOM
NEW BISTRO IN AN EXISTING RESTAURANT SPACE
239 N. OLD WOODWARD AVE., BIRMINGHAM, MI 48009

al:

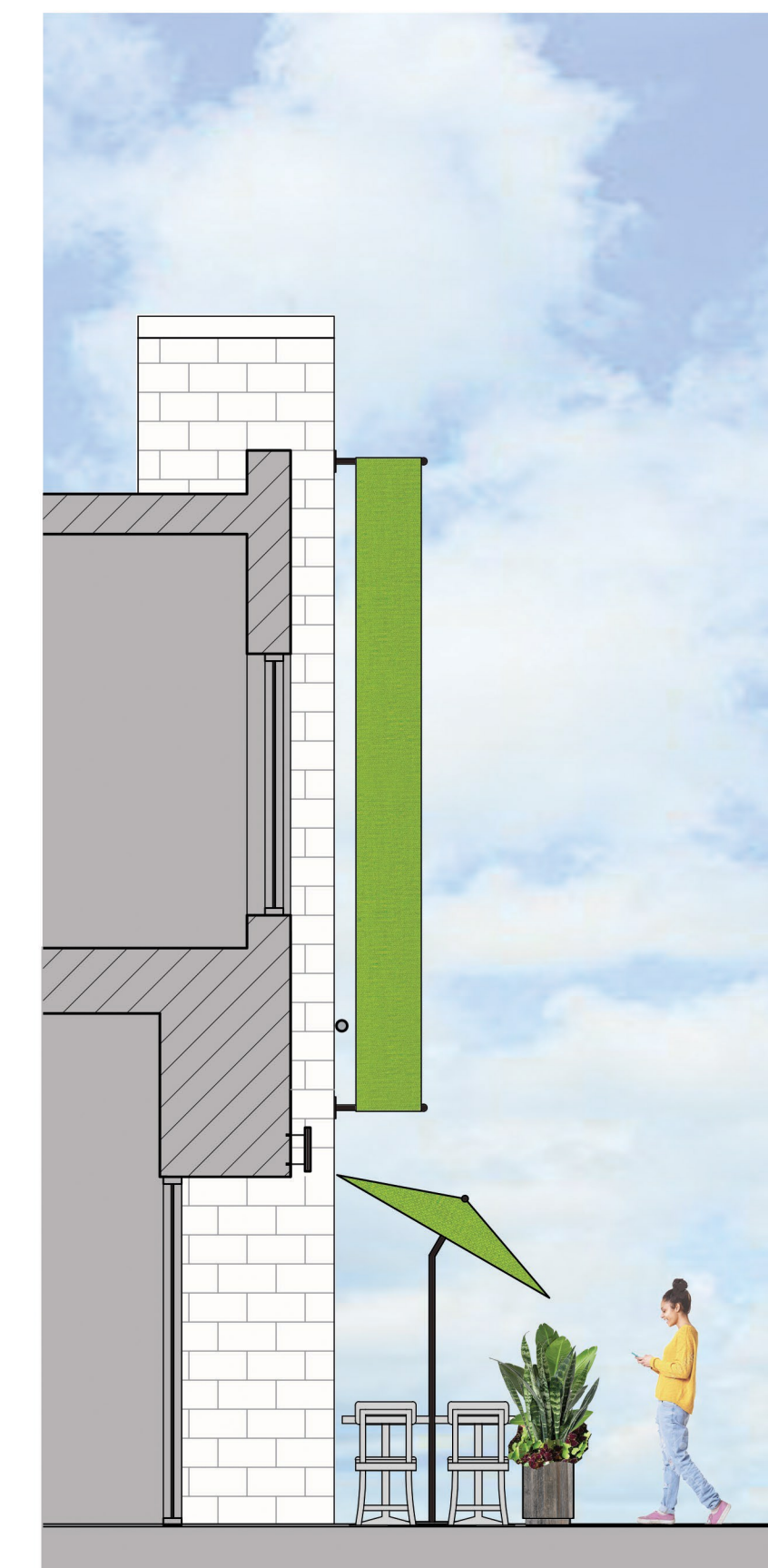
Due Date:

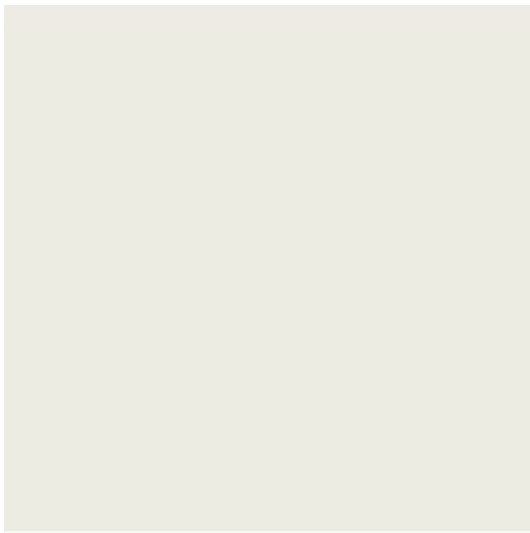
12/21

Sheet Title:

EXTERIOR EVALUATIONS

Sheet Number:





WHITE PAINT COLOR
SHERWIN WILLIAMS "GLACIER WHITE" OC-37



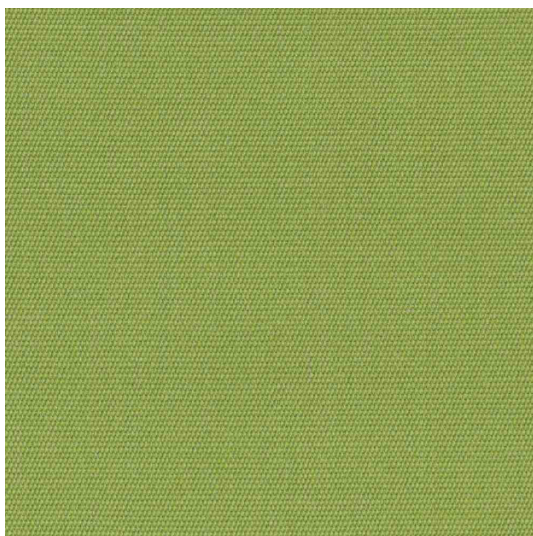
BLACK SIGN BOX & SIGN LETTERS
SHERWIN WILLIAMS "CAVIAR" 6990



COLOR IMAGE PRINTED
ONTO CANVAS



METAL TABLES & CHAIRS
AT SEASONAL PATIO, HONEYDEW COLOR



SUNBRELLA "GINKGO"
CANVAS ON VERTICAL PANEL
& SEASONAL UMBRELLAS



CLEAR VINYL SHEET (EZ2CY) IN CANVAS
BORDER ATTACHED TO METAL FRAME



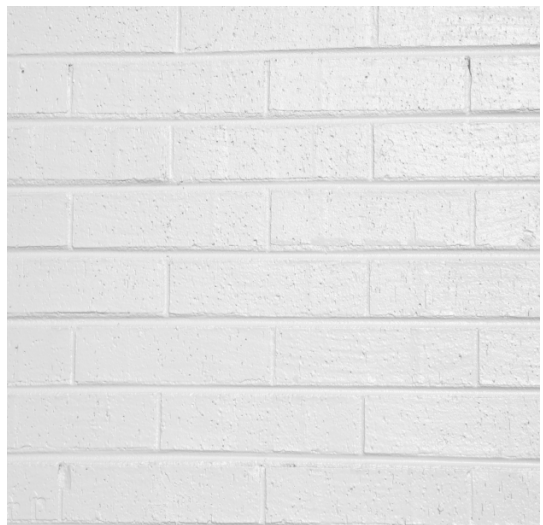
TERRA COTTA ROOF TILES
(PART OF FUTURE BUILDING IMPROVEMENTS)



WHITE PAINTED CONCRETE
MASONRY UNITS, ON ALLEY ELEVATION



LIMESTONE ON FRONT FACADE
(PART OF FUTURE BUILDING IMPROVEMENTS)



WHITE PAINTED BRICK



BLACK ANODIZED ALUMINUM WINDOWS &
DOORS



GRANITE BASE



CLIMBING BOSTON IVY
ON REAR ALLEY ELEVATION



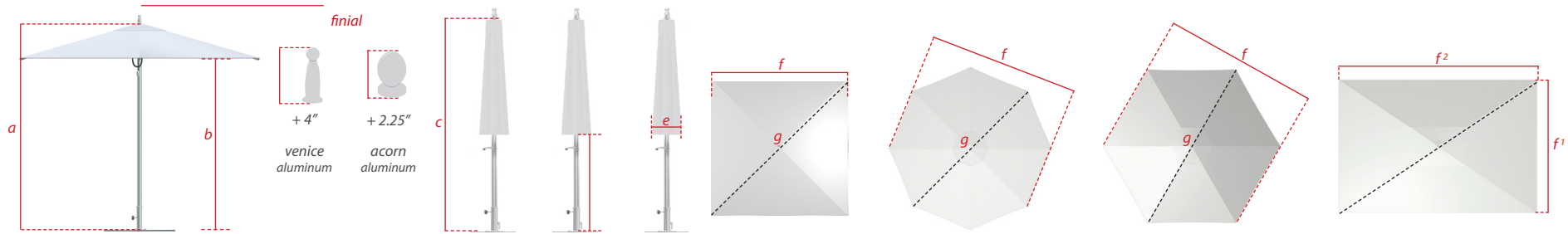
WOOD PLANK CLAD SEASONAL PLANTERS
- NATURAL IPE



SEASONAL PLANTINGS - ASSORTED COLEUS/POTATO VINES, PALMS, BIRD OF PARADISE, SANSEVIA



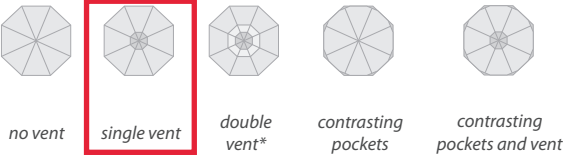
UMBRELLAS, IN SUNBRELLA "GINKGO",
SEASONAL PATIOS



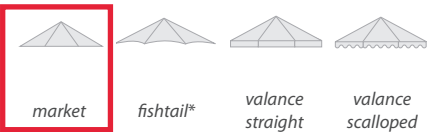
		mast height (open position)	canopy clearance	mast height (closed position)	table clearance	closed parasol width	flat to flat (Open Umbrella)	point to point	canopy area coverage	crank handle clearance
classic	sizes [ft/m]	a (in/cm)	b (in/cm)	c (in/cm)	d (in/cm)	e (in/cm)	f (in/cm)	g (in/cm)	ft²	
square	6.5' / 2.0m	95 / 242	75 / 190	95 / 242	38 / 96	12 / 31	80 / 204	113 / 288	44.5	
	7.5' / 2.25m	95 / 242	73 / 185	95 / 242	32 / 81	13 / 33	88 / 244	124 / 315	54.25	
	8.5' / 2.6m	106 / 210	82 / 208	106 / 270	32 / 81	13 / 33	101 / 257	143 / 363	72	
	10.0' / 3.0m telescoping mast	104.5 / 265	83 / 210	139 / 354	52 / 132	15 / 81	119.5 / 304	169 / 430	99.25	
octagon	9.0' / 2.75m	94 / 188	80 / 203	94 / 188	37 / 94	15 / 81	105.5 / 268	114 / 290	62.75	
	10.5' / 3.2m	94 / 188	77 / 196	94 / 188	32 / 81	16 / 41	115 / 293	125 / 317.5	76.75	
	11.5' / 3.6m telescoping mast	97 / 247	75 / 190	121 / 308	51 / 130	16 / 41	125 / 318	135 / 343	89.5	
	13.0' / 4.0m telescoping mast	102 / 259	77 / 196	130.5 / 331	53 / 135	17 / 43	143 / 363	155 / 394	115	
hexagon	8.5' / 2.6m	95 / 242	78 / 198	95 / 242	36 / 91	11 / 28	98 / 249	113 / 288	57.5	
	10.0' / 3.0m	95 / 242	77 / 196	95 / 242	33 / 84	16 / 41	109 / 277	125 / 317.5	70.5	
	11.0' / 3.4m	99 / 252	77 / 195	99 / 252	30 / 76	12 / 31	117 / 298	135 / 343	82.25	
rectangle	6.0' x 9.0' / 1.8m x 2.75m	98 / 249	76 / 143	98 / 249	29 / 73	13 / 33	f¹ X f² 75x112 191x285	135 / 343	58.25	
	8.0' x 12.0' / 2.45m x 3.65m telescoping mast	100 / 254	87 / 221	134 / 340	48.5 /	52 / 132	f¹ X f² 94x141 239x359	172 / 437	92	

ocean master, plantation, bay master & vineyard classic (cont.)

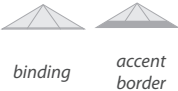
vent and pocket options



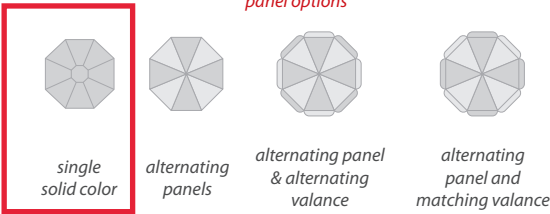
profile options



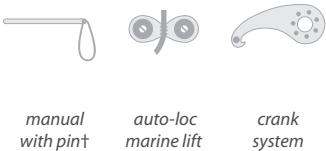
canopy options



panel options



lifting system options



finial

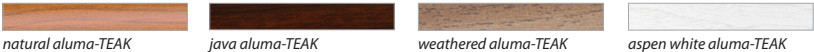


finish options:

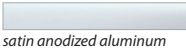
ocean master classic



plantation classic



bay master classic



vineyard classic





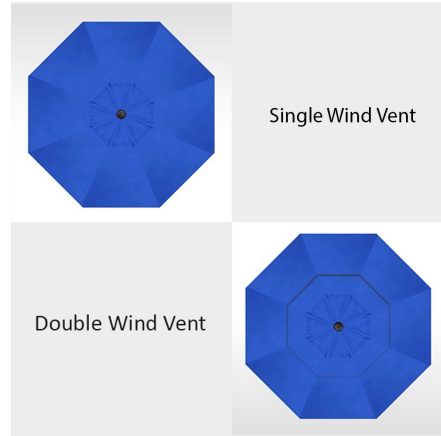
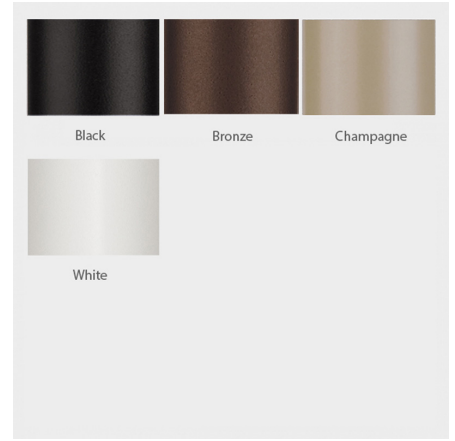
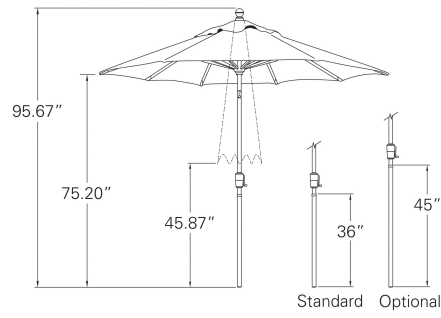
PATIO PRODUCTIONS

Downtown San Diego
2161 Hancock St
San Diego, CA 92110

Phone: 1-888-994-9196

Product Images





Short Description

7.5' Octagon Custom Push Button Tilt Market Umbrella UM907

Additional Information

SKU	UM907
Brand	Treasure Garden
Delivery Estimate	10 - 14 Weeks
Residential Warranty	Frame: 1 Year Sunbrella/Outdura/Docril Fabrics: 5 Years O'bravia Fabrics: 4 Years
Fabric	View Fabric Options
Dimensions	Height: 100.8" Coverage: 46 sq. ft. Top Pole: 1.38" Bottom Pole: 1.5" Weight: 15.4 lbs. Number of Ribs: 8

7.5' Octagon Custom Push Button Tilt Market Umbrella UM907

\$179.00

Orange Metal Indoor-Outdoor Table Set with 2 Stack Chairs

Central Model#: 47K-D42 Brand: Flash Furniture Mfg Part#: CH-31330-2-30-OR-GG



Product Details

Complete your dining room, restaurant or patio with this chic table and chair set. This colorful set will add a retro-modern look to your home or eatery. The table top features an engraved designer print, stabilizing cross brace and protective rubber floor glides. The lightweight stack chair features plastic caps that prevent the finish from scratching while being stacked. This 3 piece table set is designed for indoor and outdoor settings. For longevity, care should be taken to protect from long periods of wet weather. The possibilities are endless with the multitude of environments in which you can use this table, for both commercial and residential spaces. [CH-31330-2-30-OR-GG]

This Flash Furniture CH-31330-2-30-OR-GG is available from Central Restaurant Products.

Features Include:

- Table and Chair Set
- Set Includes Table and 2 Chairs
- Orange Powder Coat Finish
- Designed for Indoor and Outdoor Use
- Designed for Commercial and Residential Use
- Square Table
- Table Size: 27.75"W x 27.75"D x 29"H
- Engraved Designer Top
- 2" Thick Edge
- Cross Brace provides extra stability
- Protective Rubber Floor Glides
- Stackable Cafe Chair
- Stacks up to 8 Chairs High
- 330 lb. Weight Capacity
- Curved Back with Vertical Slats
- Drain Holes in Seat
- Cross Brace under seat provides extra stability
- Plastic Caps on cross brace protect finish when stacked
- Protective Rubber Floor Glides
- Overall Size: 18"W x 20"D x 33"H

R O N A N D R O M A N

Bloom Bistro

Proposed Hours of Operation:

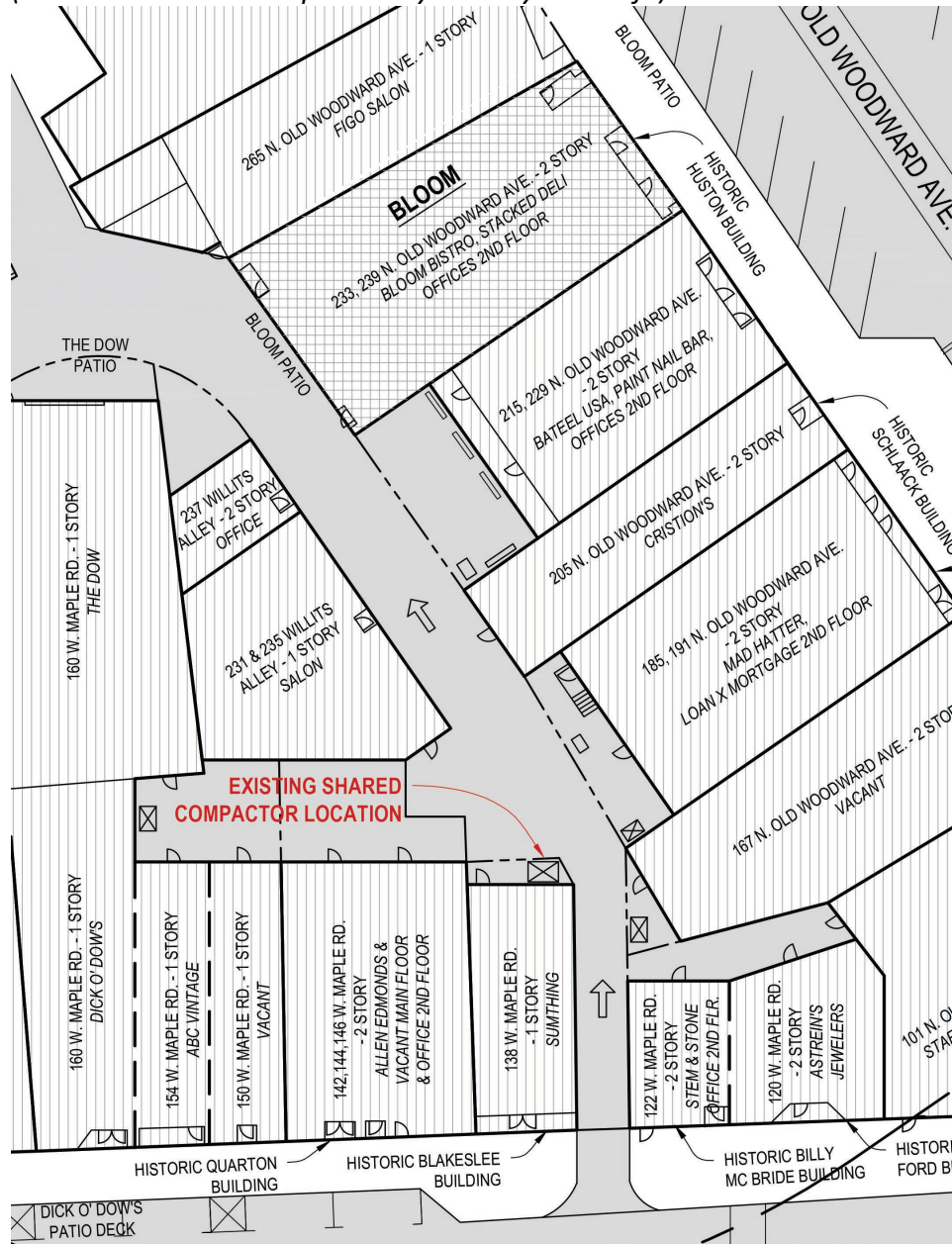
Monday – Friday 11am – 1am

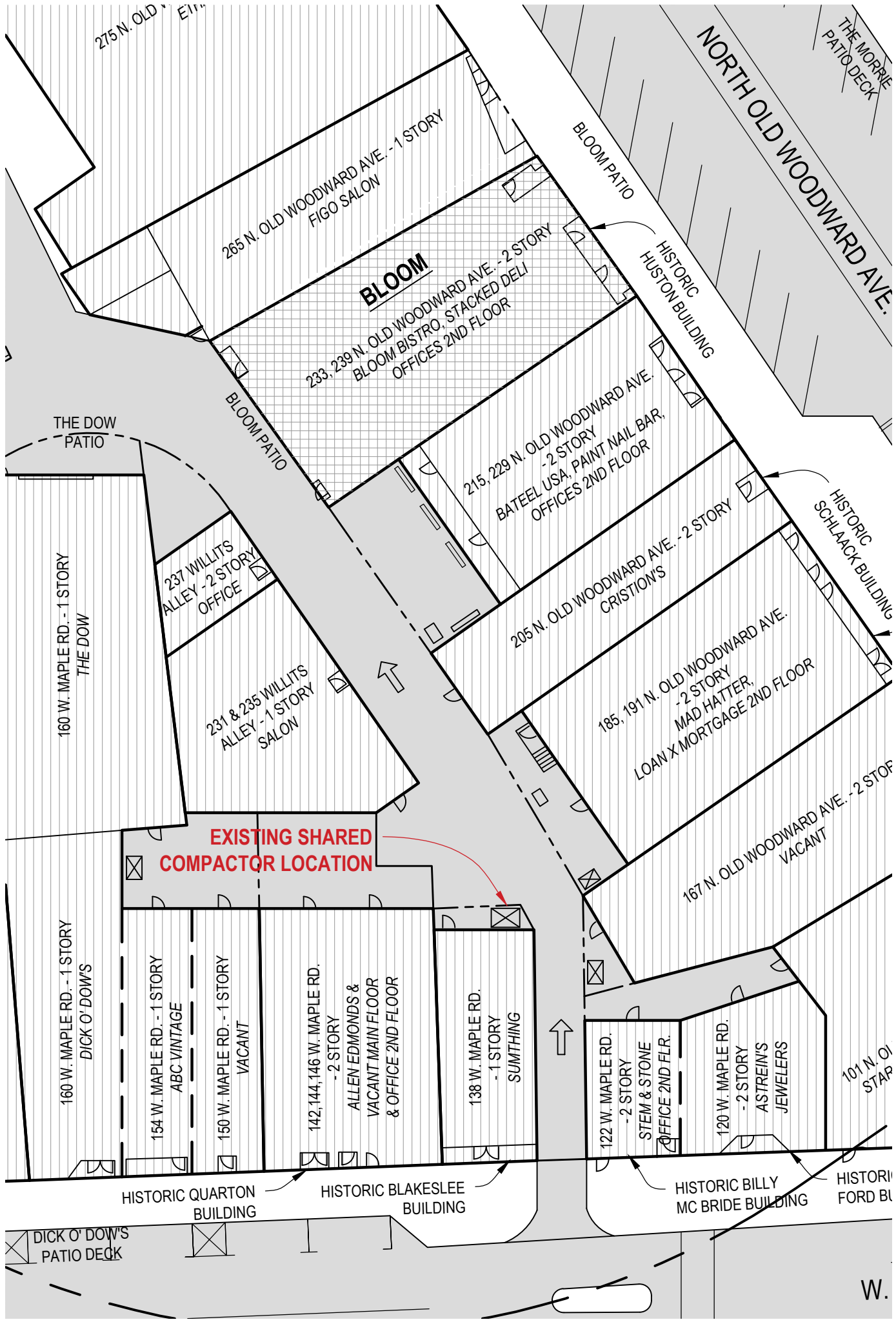
Saturday & Sunday 9:30am – 1am

(with Outdoor Café hours per city ordinance)

Existing Trash Compactor Location:

(same location as was previously used by Pita Café)





275 N. OLD WOODWARD AVE. - 1 STORY

THE MORRIE PATIO DECK

NORTH OLD WOODWARD AVE.

265 N. OLD WOODWARD AVE. - 1 STORY
FIGO SALON

BLOOM

233, 239 N. OLD WOODWARD AVE. - 2 STORY
BLOOM BISTRO, STACKED DELI
OFFICES 2ND FLOOR

BLOOM PATIO

HISTORIC HUSTON BUILDING

215, 229 N. OLD WOODWARD AVE. - 2 STORY
BATEEL USA, PAINT NAIL BAR,
OFFICES 2ND FLOOR

205 N. OLD WOODWARD AVE. - 2 STORY
CRISTION'S

HISTORIC SCHLACK BUILDING

185, 191 N. OLD WOODWARD AVE. - 2 STORY
MAD HATTER,
LOAN X MORTGAGE 2ND FLOOR

167 N. OLD WOODWARD AVE. - 2 STORY
VACANT

**EXISTING SHARED
COMPACTOR LOCATION**

160 W. MAPLE RD. - 1 STORY
THE DOW

237 WILLITS ALLEY - 2 STORY
OFFICE

231 & 235 WILLITS ALLEY - 1 STORY
SALON

160 W. MAPLE RD. - 1 STORY
DICK O' DOW'S

154 W. MAPLE RD. - 1 STORY
ABC VINTAGE

150 W. MAPLE RD. - 1 STORY
VACANT

142, 144, 146 W. MAPLE RD. - 2 STORY
ALLEN EDMONDS &
VACANT MAIN FLOOR
& OFFICE 2ND FLOOR

138 W. MAPLE RD. - 1 STORY
SUNTHING

122 W. MAPLE RD. - 2 STORY
STEM & STONE
OFFICE 2ND FLR.

120 W. MAPLE RD. - 2 STORY
ASTREIN'S JEWELERS

101 N. OLD WOODWARD AVE. - 2 STORY
STAP

HISTORIC QUARTON BUILDING

HISTORIC BLAKESLEE BUILDING

HISTORIC BILLY MC BRIDE BUILDING

HISTORIC FORD BUILDING

DICK O' DOW'S PATIO DECK

W.











bloom

239 North Old Woodward
Birmingham. Michigan.
48009

Proposal for Bistro License
September 30, 2020



bloom
BIRMINGHAM



PLANT BASED CUISINE
IN PARTNERSHIP WITH MATTHEW KENNEY

Submitted by:
Joseph A. Shallal
Mekani, Orow, Mekani, Shallal & Hindo, P.C.
255 South Old Woodward
Suite 310
Birmingham. Michigan. 48009

BLOOM

Green Kitchen, LLC which proposes to do business as “Bloom”, submits this application for a New Bistro license pursuant to the City’s Bistro guidelines. Green Kitchen, LLC. is owned by Winta Tedla. Bloom has a projected opening date of January 2021.

CONCEPT

Bloom will be a destination, plant based, experience dedicated restaurant located at 239 North Old Woodward Road. The concept is driven by a trendy atmosphere and complemented by hand crafted cocktails and Chef intensive, seasonally changing menu, consulted on by Chef Matthew Kenney. The menu reinterprets favorite dishes by many, but executed in a plant driven style, and is complimented by an organic wine and craft cocktail program. This is unique to the immediate and surrounding areas and will draw not only a plant-based clientele, but a forward thinking community who enjoy the social experience, and want to do good for their bodies and their impact on global wellness. Bloom is on the cutting edge for bringing sustainability and wellness to the local community, along with providing a social atmosphere for both locals and visitors. Tedla, an accomplished business woman and philanthropist is enlisting Matthew Kenney to consult on this project, alongside award winning Chef Nina Paletta and Chef Meghan Shaw. Kenney has plant-based restaurants in multiple countries and domestically, including partnerships with Alo Yoga, Saks Fifth Avenue, Kerzner International Hotels, The Four Seasons, and Laduree and flagship locations in Los Angeles and New York City.

Bloom proposes opening for lunch + dinner service 7 days a week; 11am - 10pm, with brunch available on Saturday + Sunday.

TEAM

CONSULTANT

MATTHEW KENNEY CUISINE

Matthew Kenney is one of the world’s first leading chefs at the forefront of plant based cuisine, an author of 12 cookbooks and a best-selling memoir, a culinary educator and CEO of Matthew Kenney Cuisine, a multifaceted lifestyle company specializing in plant-based cuisine throughout several unique markets. In 2009, Kenney founded the world’s first classically structured raw food culinary academy. Matthew Kenney Academy has graduated students from over 30 countries, opening several global pop-up locations and an online program, which operated until 2017. Matthew has also partnered with numerous industry leaders throughout Australia, Europe, South America, and the Middle East in recent years, expanding the presence of MKC in global markets through licensing agreements, culinary consulting, educational events and chef conferences. In the past year, he has given lectures throughout multiple cities in Eastern Australia, hosted by Ovolo Hotels ; was a featured speaker at the Four Seasons Hotels ’ global innovation convention in Florence, Italy; and headed both an informative lecture and cooking demo as a panelist at Mesa Tendências, São Paulo , the largest gastronomic summit in Latin America. His extensive travels have enabled him to develop many strategic partnerships with like-minded entrepreneurs around the world, leading to new ventures in the hospitality and consumer product markets. Currently, Kenney has 28 restaurants operating throughout 15 international cities spanning 5 continents, including PLANT CITY, the world’s first plant-based food hall. Located in Providence, RI. MKC is also involved with an additional 15 restaurants that are currently under construction and located throughout San Francisco; New York City; Palm Beach, FL; San José del Cabo, Mexico; and several cities throughout Europe and the Middle East. The MKC brand has developed many strong licensing relationships with multiple brands, including The Four Seasons Hotels and KWB Ventures, a partnership that produced FOLIA, a fully plant-based menu, designed by Kenney, available to both hotel guests and patrons of in-house dining venues. FOLIA first launched in 2018 at the Los Angeles at Beverly Hills Location, followed by outposts in Bahrain Bay, Dubai, Kuwait and Qatar. The culinary program is expected to expand to an additional 40 FSH locations throughout the Middle East and Europe going forward. Currently, Kenney continues to focus on the strategic growth of his company into additional market segments with an increasingly global consumer reach. His latest passion project is to reinstate an educational component to MKC by rebuilding a global, plant-based culinary academy. Courses will be available both online and on site, where students will learn to develop proprietary cooking skills, cutting-edge techniques, and the ability to create elevated plant-based cuisine. The passionate corporate team at MKC is continuously working to evolve and innovate, whether it be through plant-based gastronomy, new restaurant concepts, consumer product goods, or strategic brand partnerships. Under Kenney’s direction, MKC is rapidly growing as it continues to expand its repertoire of intellectual property and creative content, and pursue excellence in crafting the future of food.

CHEFS

The operators behind this project are plant-based Chefs Nina Paletta and Meghan Shaw, the entrepreneurs responsible for the Detroit-based food outfit, Street Beet. Known for their wildly successful pop-up events throughout Detroit and their full-time restaurant residency inside Midtown's Third Street bar, the pair and their team have been serving up creative, comfort food together for over 3 years. Street Beet holds the Hour Detroit title of "Best Pop-Up Dining Experience" for both 2019 & 2020, ranked as finalists in the Comerica Bank Hatch Detroit contest in 2019, gained recognition at the Forbes 30 under 30 food festival, and gained national credibility in various national publications. Paletta and Shaw lead Street Beet's success in paving a new path for plant-based recognition in the Detroit area with their undeniable approachability and food so delicious, it continues to fool and win the heart of meat eaters and herbivores alike. The culinary duo has gained immense respect for their passion and creativity, and popularity in a digital world with +20k followers.



OWNER

Winta Tedla is an accomplished banker, real estate investor and entrepreneur. Ms. Tedla is the founder of Clear Scope Advisors, Inc., an independent full-service financial advisory firm specializing in charter school facility financing. Prior to starting her firm, Ms. Tedla was a Vice President at Fifth Third Securities, Assistant Vice President of Investment Banking at National City Bank and Oppenheimer & Company. Ms. Tedla has over 20 years of experience in the financial services industry. She has served as the banker on the financing of a wide range of projects for cities, school districts, charter schools and state/local municipal clients providing over \$900 million in financings. Ms. Tedla continues to eye strategic opportunities to complement her portfolio. In doing so, she has ventured into restaurant opportunities in the plant based market segment. Her passion for hospitality, sustainability, eliminating animal cruelty, low carbon footprint and green business practices made this an ideal addition for her. Ms. Tedla is hoping to have a positive impact on the communities she invests in by sharing the good news of healthy eating, healthy living and being a responsible citizen. Tedla has availability to fund this project to completion through personal savings in excess of \$500,000. She currently has the rights and ownership to a Class C Liquor license, which can be transferred to this location in Birmingham.

IMPACT ON CITY

Bloom will open its doors at 239 North Old Woodward, taking over the previous home of Pita Cafe. With relevant updates to the wonderfully located space, Bloom will offer Birmingham it's very first, fully plant based bistro. The heavy presence of gyms, athletic stores and health food markets in Birmingham prove that the city is ready for more health-conscious establishments. Meat-free & dairy-free lifestyle choices are on the rise, and this is undoubtedly the progressive course for a healthier future for our community and our planet. Now more than ever, ethically sourced ingredients are a must. It is our commitment to sourcing, storing and producing the most quality food in the most sanitary working conditions possible. The city of Birmingham deserves a restaurant that caters to our ever changing world, offering food and beverages that reduce our carbon footprint, aid in the fight to end the climate crisis, enhance our overall health, and coincide with the interests of bettering our surrounding community. Bloom aims to be a positive addition to the neighborhood, offering conscious cuisine and an inspired atmosphere to those who stop by. Below is a sample menu + price points.



PLANT BASED



SNACKS.

- KIMCHI DUMPLINGS. 15**
Cashew. Cilantro + Coconut. Red Cabbage.
Ginger Foam. GF R
- SMOKED HUMMUS. 12**
Chickpeas. Smoked Onion. Crudité.
Harissa Za'atar Lavash. NF
- BARBACOA TACO. 5**
Maitake + Oyster Mushrooms. Pepita Cream.
Avocado Puree. Toasted Pepitas. Microgreens. NF
- FLORA ARTISANAL CHEESE PLATE. 22**
Porcini Truffle. Harissa Jack Cheddar. Wine-Soaked
Mascarpone. Fennel Crackers + Condiments. GF R

STARTERS.

- ITALIAN CHOPPED SALAD. 13**
Local Romaine. Marinated Yuba. Salt + Vinegar Cashews.
MightyVine Tomato. Castelvetro Olive. Radicchio.
Smoked Chickpea Provolone. Pickled Chard Stems.
Romanesco. Tahini - Italian Dressing. GF
- THREE BEET CARPACCIO. 12**
Roasted Red + Pink Beets. Sour Golden Beets.
Gotham Greens Lettuce. Pistachio Cream.
Burnt Orange Oil. GF
- CRAB CAKES. 14**
Hearts of Palm. Artichoke. Quinoa. Ancho Aioli. Zucchini
Relish. GF
- BLACK + WHITE FLATBREAD. 17**
Sunchoke Puree. Black Garlic. Macadamia Ricotta. Cured
Black Olives. White Truffle Oil.
Crispy Black Kale.

- CHICKPEA FRITTATA. 12**
House Giardiniera. Gotham Greens. Celery Root.
Fuji Apple. Herbs. Hemp Seeds. Green Goddess. GF NF

MAINS.

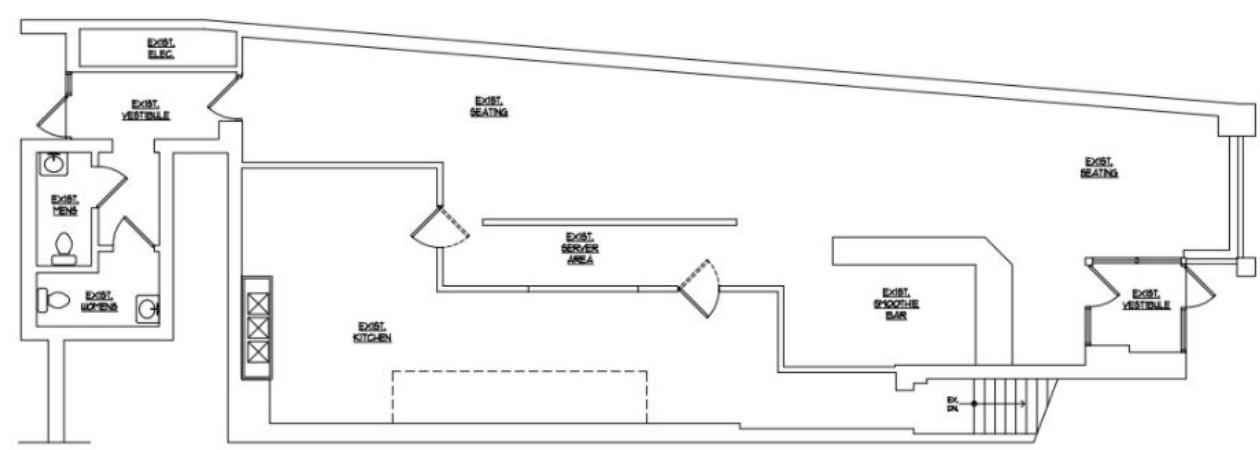
- MIGHTYVINE TOMATO + ZUCCHINI LASAGNA. 21**
Sun Dried Tomato Marinara. Basil Pistachio Pesto.
Macadamia Ricotta. Herb Oil. GF R
- BEET RAVIOLI. 19**
Chestnut Pasta. Macadamia Ricotta. Winter Greens.
Dashi Cream Sauce. GF NF
- SPICY UDON. 19**
Tempeh. Shiitake Mushrooms. Toasted Cashews.
Bok Choy. Watermelon Radish. Togarashi.
- PLANT BURGER. 18**
Sunflower Cheddar. Pickles. Beetroot Ketchup.
Brioche Bun. Roasted Potatoes. NF
- PLANT BOWL. 18**
Quinoa. Black Lentil. Charred Root Vegetables.
Marinated Kale. Avocado. Piquillo Romesco.
Preserved Lemon Tahini. GF
- COCONUT CURRY RISOTTO. 18**
Roasted Delicata Squash. Parsnip Puree.
Maitake Mushrooms. MightyVine Cherry Tomatoes.
Currants. Mint-Cilantro Chutney. GF NF
- KELP NOODLE CACIO E PEPE. 19**
Cashew + Black Pepper Cream. Sugar Snap Peas.
Pea Sprouts. Crispy Oil Cured Olives. GF R

PHILOSOPHY.

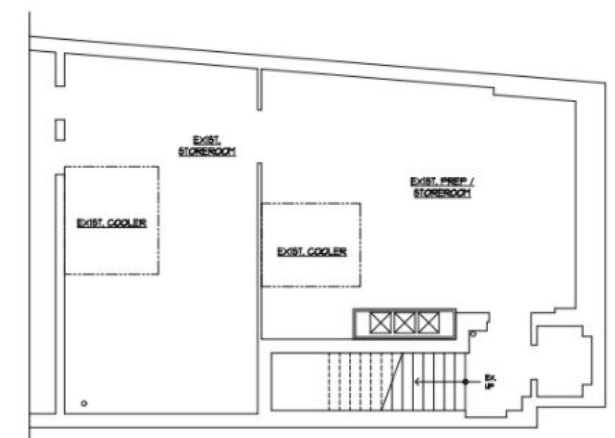
WE SOURCE THE HIGHEST QUALITY
fruits, vegetables, nuts + seeds. These ingredients
highlight the season's best produce and are the
inspiration for our plant-based menu.

WE ARE PLEASED
to feature organic plant foods from local producers.

GF - Gluten Free | NF - Nut Free | R - Raw



EXIST. GRADE LEVEL PLAN
SCALE: 1/8" = 1'-0"



EXIST. BASEMENT PLAN
SCALE: 1/8" = 1'-0"

JON SARKESIAN
ARCHITECTS, P.C.
233 N. OLD WOODWARD AVE.
BIRMINGHAM, AL 35203
205.975.1100
www.jonsarkesian.com
SHEET NO. A-2

CAPACITY:
45 interior
10 bar
12 outdoor



City Of Birmingham
Regular Meeting Of The Planning Board
Wednesday, May 26, 2021
Held Remotely Via Zoom And Telephone Access

Minutes of the regular meeting of the City of Birmingham Planning Board held on May 26, 2021.
Chair Clein convened the meeting at 7:30 p.m.

A. Roll Call

Present: Chair Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Daniel Share, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Member Nasseem Ramin; Student Representative Daniel Murphy

All located in Birmingham, MI.

Absent: Alternate Board Member Jason Emerine; Student Representative Jane Wineman

Administration: Jana Ecker, Planning Director ("PD")
Nick Dupuis, City Planner ("CP")
Laura Eichenhorn, City Transcriptionist

05-067-21

B. Approval Of The Minutes Of The Regular Planning Board Meeting of April 28, 2021

Motion by Mr. Share

Seconded by Mr. Koseck to approve the minutes of the Regular Planning Board Meeting of April 28, 2021 as submitted.

Motion carried, 6-0.

ROLL CALL VOTE

Yeas: Boyle, Share, Jeffares, Koseck, Whipple-Boyce, Williams

Nays: None

Abstain: Clein

05-068-21

C. Chair's Comments

Chair Clein acknowledged the upcoming Memorial Day holiday and thanked those who served for their service.

Chair Clein also acknowledged that May 31, 2021 would be the hundredth anniversary of the Tulsa Race Massacres. He said that the legacy of the Tulsa Race Massacres could partially help highlight how zoning and land use can be used for malign purposes. He asked that those present remember the impact that planning decisions and ordinances can have.

Chair Clein then welcomed everyone to the virtual meeting and reviewed the meeting's procedures.

05-069-21

D. Review Of The Agenda

There were no changes to the agenda.

05-070-21

E. Special Land Use Permit Reviews and Final Site Plan and Design Reviews

1. 239 N. Old Woodward - Bloom Bistro (former Pita Café) Request for a Special Land Use Permit and Final Site Plan and Design Review to consider approval of a new bistro serving alcoholic liquors in an existing building.

CP Dupuis reviewed the item. He added that the ordinance requires a 10-foot wide clear zone for all active vias in the activation overlay district.

A number of Board members shared concern regarding the lack of departmental comments from Engineering.

Mr. Jeffares stated that if applicants provide their documentation on time the City must also provide its feedback on time. He said that if processes had to be updated to enable City departments to be able to do that, that should occur.

In reply to an inquiry from Ms. Whipple-Boyce, CP Dupuis said that in future SLUP reviews for bistros he would include the business hours of other currently-operating bistros in the City for reference.

Mr. Jeffares observed that the number of business users allowed for a dumpster or trash compactor should partially depend on the type of user.

Ron Rea and Roman Bonislowski, architects, and Matthew Kenney, food consultant, were present on behalf of the application.

Mr. Kenney provided a brief overview of Bloom Bistro's proposed cuisine.

Mr. Bonislowski confirmed that Bloom Bistro would be replacing Pita Cafe in their use of the compactor.

It was noted that Stacked Deli also uses the compactor, and the rest of the uses were lower-intensity than restaurants.

Mr. Bonislowski said the revised proposal for signage was submitted with the intent to meet the ordinance, and that the applicants would be adding additional trash receptacles as recommended.

Mr. Jeffares and Mr. Boyle spoke in favor of the proposal, concurring that it could be exemplary of what Birmingham has been striving for in the activation of its vias.

The Chair asked for public comment and seeing none returned the discussion to the Board. He asked Planning Staff to provide more guidance in SLUP and Final Site Plan and Design reviews regarding the use of trash compactors and dumpsters in the future.

Mr. Williams concurred with Chair Clein.

Ms. Whipple-Boyce said she was unconcerned with the number of users of the trash compactor in this case.

Chair Clein concurred.

Ms. Whipple-Boyce said she did have concerns about the hours given proximity of the bistro to residential uses on Willits.

While Mr. Boyle and Chair Clein both shared in the concern regarding the lack of Engineering comments more generally, they both cautioned that it was a via, not a roadway, being evaluated and as a result should not hold up the application.

A number of Board members expressed appreciation for the concept and plans.

Chair Clein recommended moving the approval forward, stating that the applicant should not be penalized for the City's lack of punctuality in providing feedback on the plans. He added he was specifically less concerned in this case since the conditions were not very problematic from an engineering perspective.

Motion by Mr. Jeffares

Seconded by Mr. Boyle to recommend approval to the City Commission for the Special Land Use Permit for 239 N. Old Woodward – Bloom – subject to the following conditions: 1. The applicant must receive Historic District Commission approval for all exterior changes proposed; 2. The applicant must submit revised site plans showing non-public trash receptacles in each outdoor dining area; 3. The Planning Board approves the projection into the Willits Alley right-of-way; 4. The applicant must submit specification sheets with Visual Light Transmittance figures for all proposed glazing; 5. The applicant must revise the sign concept for Bloom to meet the dimensional requirements of the Sign Ordinance; 6. The applicant must comply with the requests of all City Departments; and, 7. The Planning Board approves outdoor dining in the Willits Alley.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Jeffares, Boyle, Koseck, Whipple-Boyce, Williams, Clein, Share
Nays: None

Motion by Mr. Jeffares

Seconded by Mr. Boyle to recommend approval to the City Commission for the Final Site Plan & Design Review for 239 N. Old Woodward – Bloom – subject to the conditions of Special Land Use Permit approval.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Jeffares, Boyle, Koseck, Whipple-Boyce, Williams, Clein, Share
Nays: None

2. 115 Willits Street – Mare Mediterranean (former Cameron's Steakhouse),
Request for a Special Land Use Permit and Final Site Plan and Design Review to consider approval of new restaurant serving alcoholic liquors in an existing building.

PD Ecker reviewed the item.

Mr. Williams and Chair Clein agreed that the hours should not go past 12 a.m.

Applicant and owner Nino Cutraro agreed. Kelly Allen, attorney for the project and Simon Morrow, architect, were also present.

In reply to Mr. Jeffares, PD Ecker stated that she reached out to DPS to find out why there were only two trees between Bates and Old Woodward but had not yet heard back.

The applicant team confirmed they would adhere to the ordinance requirements regarding the dumpster and would adhere to the Fire Department's comments.

There were no public comments.

Chair Clein said he would be comfortable allowing the remaining items outstanding to be administratively approved.

Motion by Mr. Share

Seconded by Mr. Jeffares to recommend approval to the City Commission for the Special Land Use Permit for 115 Willits – Mare Mediterranean based on a review of the plans submitted and their adherence to Article 07, section 7.27 and Article 07, section 7.34 of the Zoning Ordinance and pending receipt of the following: 1. Details on the businesses sharing the trash facilities on site; 2. Applicant comply with all City Department requests; 3. Detailed sign plans for any proposed business signage to allow the Planning Department to complete their review of the recently submitted plans; 4. Outdoor dining be closed at midnight; and, 5. Specification sheets on the proposed tables, chairs, trash receptacle and railing system proposed in the outdoor dining area.

Chair Clein stated that if documentation was not submitted to PD Ecker in time to allow for administrative review and approval that he did not want this item to proceed to the Commission for review.

Mr. Boyle commented that this applicant provided one of the best cover sheets he had ever seen for a site plan. He asked Planning to encourage other applicants to do the same.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Share, Jeffares, Boyle, Koseck, Whipple-Boyce, Williams, Clein

Nays: None

3. 176 S. Old Woodward – Sushi Japan (former 2941 Street Food), Request for a Special Land Use Permit and Final Site Plan and Design Review to consider approval of new bistro serving alcoholic liquors in an existing building

PD Ecker reviewed the item. She noted that she was able to track down the Engineering Department for comments, and that they indicated that the dimensions for the outdoor dining appeared to be inaccurate but did not specify how. The Engineering Department did clarify that they wanted to see the outdoor dining adjacent to the building limited to no more than five feet, eight inches from the building to make sure the five-foot pedestrian pathway would remain unimpeded. They also expressed concern that vehicles parking in front of the building may overhang the parking space and thus interfere with the planters. The Engineering Department recommended that the planters be moved in some way to reduce potential interference with parked vehicles. PD Ecker said the likely purpose of the planters was to deter vehicles from overhanging the parking space.

Two Board members commented that confusion might result from the restaurant being called 'Sushi Japan' when much of the menu includes Chinese cuisine.

Mr. Jeffares expressed concern that the parking could possibly push one of the planters into someone sitting in the outdoor dining area.

Kelly Allen, attorney for the applicant, Charlie Yu, applicant and owner, and John Gardner, architect, were present.

In reply to Mr. Share, Mr. Gardner stated that to raise the glazing to 70% would require an increase of 11.5 sq. ft.

Mr. Share noted that if the Board did require the glazing to be increased it would require the applicant to make another hole in the facade and to return to the Historic District Commission for review.

PD Ecker said that requiring the applicant to increase the glazing would also disrupt the rhythm of the facade.

Mr. Gardner stated that the English ivy could be replaced with another climbing vine. He stated that he would speak with the Engineering Department regarding their comments about a discrepancy in the outdoor dining measurements since he did the field measurements himself. He said he could also remove any planters Engineering recommended to make the interaction between parking and outdoor dining safer.

It was noted that the previous restaurant used the same shared trash compactor as the one Sushi Japan would use.

There were no public comments.

Mr. Williams and Chair Clein were fine with leaving the glazing at 65%.

Chair Clein continued that he was not inclined to ask a small business to put a shield around a shared dumpster/trash compactor or to paint the mechanical equipment behind the building.

PD Ecker confirmed for Mr. Jeffares that this via was next on the list in the City's via plan to be redone.

Chair Clein said that the issue of the dumpsters in this via should be addressed as part of the upcoming improvements. He expressed mild concern that there was seating proposed on both sides of the pedestrian walkway but said that given how few seats there were on the side further from the restaurant he was not overly concerned.

Mr. Jeffares asked Planning to discuss with Engineering to determine how to prevent parking vehicles from hitting diners while parking.

Motion by Mr. Williams

Seconded by Mr. Share to recommend approval of the Special Land Use Permit to the City Commission to permit a bistro license for Sushi Japan at 176 S. Old Woodward based on a review of the plans submitted and their adherence to Article 07, section 7.27 and Article 07, section 7.34 of the Zoning Ordinance with the following conditions: 1. The Planning Board approves of the proposed 65% storefront glazing; 2. The applicant comply with the requests of all City departments; and 3. A signed contract with the City that must be fully executed upon approval of the SLUP and bistro license.

Bert Whitehead spoke in support of the motion.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Share, Williams, Clein, Jeffares, Boyle, Koseck, Whipple-Boyce

Nays: None

Motion by Mr. Williams

Seconded by Ms. Whipple-Boyce to recommend approval of the Final Site Plan and Design Review to the City Commission to permit a bistro license for Sushi Japan at 176 S. Old Woodward based on a review of the plans submitted and their adherence to Article 07, section 7.27 and Article 07, section 7.34 of the Zoning Ordinance with the following conditions: 1. The Planning Board approves of the proposed 65% storefront glazing; and, 2. The applicant comply with the requests of all City departments.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Williams, Whipple-Boyce, Clein, Jeffares, Boyle, Koseck, Share

Nays: None

05-071-21

G. Miscellaneous Business and Communications:

a. Communications

PD Ecker reminded the Board there would be a joint meeting between the Planning Board and the Commission on June 21, 2021. She asked if there were any particular topics the Board would like to see addressed.

Chair Clein said he wanted guidance from the Commission regarding the Board's upcoming work on outdoor dining.

Mr. Williams said that parking ordinances needed to be reviewed. Mr. Share concurred.

b. Administrative Approval Correspondence

c. Draft Agenda for next meeting

Motion by Mr. Koseck

Seconded by Mr. Jeffares to change the rules of procedure for the June 9, 2021 Planning Board meeting to allow a site plan review for Whistle Stop.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Koseck, Jeffares, Whipple-Boyce, Clein, Williams, Boyle, Share

Nays: None

d. Other Business

05-072-21

H. Planning Division Action Items

a. Staff Report on Previous Requests

b. Additional Items from tonight's meeting

05-073-21

I. Adjournment

No further business being evident, the Chair adjourned the meeting at 10:02 p.m.

Jana L. Ecker

Planning Director

DRAFT



City of Birmingham
A Walkable Community

Special Land Use Permit Application - Bistro Planning Division

1. Applicant

Name: WINTA Tedla
Address: 1804 MOORS C-I
Bloomfield Hills, MI 48302
Phone Number: (313) 920-2804
Fax Number: _____
Email Address: WTedla@gmail.com

2. Applicant's Attorney/Contact Person

Name: Joseph Shallal
Address: 255 S. Old Woodward Suite 210
Birmingham, MI 48009
Phone Number: 248-763-3480
Fax Number: _____
Email Address: Josshallal@momshlaw.com

3. Required Attachments

- Warranty Deed with legal description of property
- Floor Plan of Bistro Operation
- Proof of ability to finance the proposed project
- Required fee (see Fee Schedule for applicable amount)
- Photographs of existing site and buildings
- Samples and/or specification sheets of all materials to be used
- Landscape Plan showing all existing and proposed elements
- Catalog sheets for all proposed lighting & outdoor furniture

4. Project Information

Address/Location of Property: 239 N. OLD WOODWARD

Name of Bistro: BLOOM
Parcel ID #: 08-19-26-378-014
Current Use: H-2 RESTAURANT
Proposed Use: A-2 RESTAURANT
Area in Acres: .049 ACRES (2,148 SF)
Current Zoning: B-4 W/ D-4 OVERLAY
Zoning of Adjacent Properties: ALL B-4 SAME
Is there a current SLUP in effect for this site?: NO

Property Owner

Name: Oxford Land, LLC
Address: PO Box 414, Troy MI 48099
Phone Number: 248-362-2870
Fax Number: 248-362-3011
Email Address: office@atesian.net

Project Designer/Developer

Name: RON & ROMAN, INC
Address: 215 E FRANK ST.
BIRMINGHAM, MI 48009
Phone Number: 248-202-9718
Fax Number: _____
Email Address: ROMAN@RONANDROMAN.COM

- Completed Checklist
- Certified Land Survey
- Signed Contract
- Fifteen (15) folded copies of plans including color elevations showing all materials and an itemized list of all changes for which approval is requested with the changes marked in color
- One (1) additional set of plans mounted on a foam board, including a color rendering of each elevation

Name of Historic District site is in, if any: CBD

Date of HDC Approval, if any: _____
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 Revised Final Site Plan Approval: _____
Date of Final Site Plan Approval: _____
Date of DRB approval, if any: _____
Date of Last SLUP Amendment: _____

5. Details of the Nature of Work Proposed (Site plan & design elements)

PAINT BUILDING BRICK & METAL ROOF, FRONT & BACK. REWORK
STOREFRONT & PROVIDE NEW BARRIER FREE ACCESS. NEW
RAISED PEDESTAL @ STOREFRONT LEVEL W/ INTERIOR FLOOR.
NEW SIGNAGE @ FRONT & BACK, NEW LINEAR DOWNLIGHT @
WOODWARD STOREFRONT & NEW PATIO SEATING W/ PLANTERS
& UMBRELLAS @ FRONT & REAR.

6. Buildings and Structures existing on site

Number of Buildings on site: 1
Height of Building & # of stories: 2 STY - 32 FT.

Use of Buildings: MAIN LEVEL RESTAURANTS, UPPER
Height of rooftop mechanical equipment: 5'6" OFFIC

7. Floor Use and Area (in square feet)

Structures:

Restaurant Space: 2148 SF MAIN / 917 SF BSMNT -
Office space: APPROX 21,00 SF, N.A. - PREP
Total floor area: 2148 + 917 = 3065 SF FOR BLOOM.

Retail space: -
Number of Residential Units: -
Rental or Condominium: -

8. Bistro Operation

Number of Indoor Seats: 57
Number of Outdoor Seats: 6 ON PROPERTY, 12 STREET
Entertainment Proposed: NO
Years of Experience in Birmingham: 0
Previous LCC Complaints? 0
Tables provided along street façade: YES
Required front setback: 0'
Required rear setback: 0'
Required total side setback: 0'

Type of Cuisine: PLANT BASED
Bar Area? YES
Number of Seats at bar: 7
Years of Experience outside of Birmingham: MK (18 years)
Full Service Kitchen? YES
Percentage of glazing proposed: 71%
Proposed front setback: 0'
Proposed rear setback: 0'
Proposed total side setback: 0'

9. Outdoor Dining Facility

Location (sidewalk right-of-way or on-street parking space): SIDEWALK R.O.W. & ALLEY R.O.W.
Hours of operation: Monday - Sunday 11am - 10 pm
Width of unobstructed sidewalk between door and café (5' required): 5'
Platform proposed: NO.
Trash receptacles: YES.

Number of tables/chairs: STREET R.O.W. 6T & 12 CH.
ON PROP. @ FRONT 2 T & 6 CH, ALLEY R.O.W. 12 T & 24 CH
Material of tables/chairs: METAL & SYNTH. SURF.
Table umbrellas height and material: CANVAS & MET, APPROX 7' CL
Number and location of parking spaces: N.A.
Screenwall material: N.A.
Enclosure material: N.A.

10. Required and Proposed Parking

Number of parking spaces: CBD PARKING -
Location of off site parking: DISTRICT.
Screenwall material: -

Location of parking spaces: -
Shared Parking Agreement?: -
Height of screenwall: -

11. Landscaping

Location of landscape areas: PLANTERS @ STREET
& ALLEY PATIOS.

Proposed landscape material: SEASONAL PLANTINGS.

12. Streetscape

Sidewalk width: N.A.
Number of benches: N.A.
Number of planters: N.A.
Number of existing street trees: N.A.
Number of proposed street trees: N.A.
Streetscape Plan submitted?: N.A.

Description of benches or planters: WOOD CLAD PLANTERS
@ PATIOS.
Species of existing street trees: N.A.
Species of proposed street trees: N.A.

13. Loading

Required number of loading spaces: N/A.
Location of loading spaces on the site: ALLEY

Proposed number of loading spaces: N/A.

14. Mechanical Equipment

Ground Mounted Mechanical Equipment:

Number of ground mounted units: 0
Size of ground mounted units (LxWxH): _____

Location of all ground mounted units: N/A.

Screenwall material: _____

Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: ALL EXISTING
Type of rooftop units: PRE-PACKAGE ROOF TOP
UNITS, MAKE UP AIR UNIT &
EXHAUST FANS.

Location of all ground mounted units: N/A.

Size of rooftop units (LxWxH): _____

Screenwall material: EXIST FRONT MANSARD.

Location of screenwalls: ROOF,

Height of screenwall: _____

Percentage of rooftop covered by mechanical units: _____

Distance from units to rooftop units to screenwall: _____

15. Lighting

Number of light standards on building: 1 PROPOSED @ FRONT. Type of light standards on building: LINEAR DOWNLIGHT.
Size of light fixtures (LxWxH): 6" WIDE x 16" LONG Height from grade: 9'-5" @ FRONT.
HIDDEN BEHIND SIGN.
Maximum wattage per fixture: APPROX 15 WATTS LED/FT. Proposed wattage per fixture: T.B.D.
Parking lot lighting: N/A.

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 or Special Land Use Permit. The undersigned further states that they have reviewed the procedures and guidelines for site plan review and Special Land Use Permits in Birmingham and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

Signature of Owner: Darren P. Atesian Date: 3-16-2021

Print Name: Darren P. Atesian

Signature of Applicant: Winta Tedla Date: 3-16-2021

Print Name: WINTA Tedla

Signature of Architect: R. BOHISLAWSKI Date: 3/3/21

Print Name: R. BOHISLAWSKI

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____

R O N A N D R O M A N

Bloom Bistro

Existing Trash Compactor Operational Notes:

(The comments below are from the building owner -)

In regards to the compactor; we do not own the compactor. We pay a monthly fee to One Source Waste for our eight tenants to use the compactor. It's a 6 yard Vertical Style Compactor that is serviced 3 times a week (Mondays, Wednesdays and Fridays).

The following is a list of our tenants (by address) that use the compactor (please note * uses 1 trash bag a week) :

- 205 N. Old Woodward
- 209 N. Old Woodward
- 215 N. Old Woodward
- 219 N. Old Woodward
- 229 N. Old Woodward
- *231 Willits Alley
- *230 Willits Alley
- 235 Willits Alley



MEMORANDUM

Planning Division

DATE: June 14th, 2021

TO: Thomas Markus, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Set a Public Hearing for 115 Willits – MARE Mediterranean – Special Land Use Permit, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit and Final Site Plan and Design Review to allow for the operation of a new restaurant, MARE Mediterranean, to occupy the former Cameron's Steakhouse space.

BACKGROUND:

The applicant is proposing to reuse the former Cameron's Steakhouse restaurant for MARE Mediterranean, a new restaurant to operate under an existing Class C quota license. A SLUP is required for the service of alcoholic liquors, which is proposed using a Class C quota liquor license. MARE Mediterranean is not a bistro, and thus there are no specific maximum number of indoor, outdoor or bar seats. Article 7, Section 7.34 of the Zoning Ordinance requires a review and recommendation on the SLUP and Final Site Plan and Design Review by the Planning Board, and then final approval of the City Commission.

MARE Mediterranean is proposed to include 181 indoor seats (including 26 at the existing bar), using the existing furniture from the former Cameron's restaurant. Additional seating outdoors is proposed on a new platform extending into 2 on street parking spaces adjacent to the storefront. The outdoor dining area as proposed includes 38 seats.

On May 26th, 2021, the Planning Board recommended approval to the City Commission of the Special Land Use, Final Site Plan and Design based on a review of the plans submitted and their adherence to Article 07, section 7.27 and Article 07, section 7.34 of the Zoning Ordinance and pending receipt of the following:

1. Details on the businesses sharing the trash facilities on site;
2. Applicant comply with all City Department requests;
3. Detailed sign plans for any proposed business signage to allow the Planning Department to complete their review of the recently submitted plans;
4. Outdoor dining be closed at midnight; and,
5. Specification sheets on the proposed tables, chairs, trash receptacle and railing system proposed in the outdoor dining area.

The Planning Division will provide all updated information at the public hearing.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no concern with the form of the application.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date for July 12th, 2021 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 115 Willits – MARE Mediterranean.

ATTACHMENTS:

Please find attached the following documents for your review:

- Draft Special Land Use Permit Resolution
- Planning Division Report
- Site/Design Plans
- Meeting Minutes
- Application & Supporting Documents

SUGGESTED RESOLUTION:

To set a public hearing date for July 12th, 2021 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 115 Willits – MARE Mediterranean.

MARE MEDITERRANEAN
115 Willits
Special Land Use Permit 2021

WHEREAS, MARE MEDITERRANEAN filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a food and drink establishment serving alcoholic liquors in the Downtown Birmingham Overlay District in accordance Article 3, Section 3.04(C)(10) of Chapter 126, Zoning, of the City Code;

WHEREAS, the land for which the Special Land Use Permit Amendment is sought is located on the south side of Willits, east of Bates Street, and within the boundaries of the Birmingham Shopping District;

WHEREAS, The land is zoned B-4, and is located in the D-4 zone within the Downtown Birmingham Overlay District, which permits the operation of food and drink establishments 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, The applicant submitted an application for a Special Land Use Permit, Final Site Plan and Design Review for MARE MEDITERRANEAN to operate at 115 Willits;

WHEREAS, The Planning Board on May 26, 2021 reviewed the application for a Special Land Use Permit, Final Site Plan and Design Review and recommended APPROVAL to the City Commission to permit a new food and drink establishment serving alcoholic liquors based on a review of the plans submitted and their adherence to Article 07, section 7.27 and Article 07, section 7.34 of the Zoning Ordinance and pending receipt of the following:

1. Details on the businesses sharing the trash facilities on site;
2. Applicant comply with all City Department requests;
3. Detailed sign plans for any proposed business signage to allow the Planning Department to complete their review of the recently submitted plans;
4. Outdoor dining be closed at midnight; and,
5. Specification sheets on the proposed tables, chairs, trash receptacle and railing system proposed in the outdoor dining area.

WHEREAS, The applicant has agreed to provide all requested information and to comply with the requests of all City departments;

WHEREAS, The Birmingham City Commission has reviewed MARE MEDITERRANEAN'S Special Land Use Permit 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

MARE MEDITERRANEAN'S application for a Special Land Use Permit, Final Site Plan and Design Review at 115 Willits 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 is granted subject to the following conditions:

1. MARE MEDITERRANEAN will close outdoor dining areas at midnight each day of the week;
2. MARE MEDITERRANEAN shall abide by all provisions of the Birmingham City Code; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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, MARE MEDITERRANEAN 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 MARE MEDITERRANEAN to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that MARE MEDITERRANEAN is recommended for the operation of a food and drink establishment serving alcoholic beverages on premises, above all others, subject to final inspection.

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 July 12, 2021.

Alexandria Bingham
City Clerk



MEMORANDUM

Planning Department

DATE: May 18, 2021

TO: Planning Board

FROM: Jana L. Ecker, Planning Director

SUBJECT: 115 Willits – Mare Mediterranean – Special Land Use Permit, Final Site Plan and Design Review

The applicant is proposing to reuse the former Cameron's Steakhouse restaurant for MARE Mediterranean, a new restaurant to operate under an existing Class C quota license. A SLUP is required for the service of alcoholic liquors, which is proposed using a Class C quota liquor license. MARE Mediterranean is not a bistro, and thus there are no specific maximum number of indoor, outdoor or bar seats. Article 7, Section 7.34 of the Zoning Ordinance requires a review and recommendation on the SLUP and Final Site Plan and Design Review by the Planning Board, and then final approval of the City Commission.

MARE Mediterranean is proposed to include 181 indoor seats (including 26 at the existing bar), using the existing furniture from the former Cameron's restaurant. Additional seating outdoors is proposed on a new platform extending into 2 on street parking spaces adjacent to the storefront. The outdoor dining area as proposed includes 38 seats.

The kitchen and bathroom areas of the former Cameron's restaurant will remain as well.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – The existing land use is vacant commercial, with retail, residential Church and parking uses surrounding the proposed restaurant space.
- 1.2 Existing Zoning – The property is currently zoned B-4, Business-Residential, and D-4 in the Downtown Overlay District. 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
Existing Land Use	Commercial / Retail / Church / Parking	Commercial / Retail	Commercial / Retail / Residential	Commercial / Retail / Residential
Existing Zoning District	R7, Multiple Family & PP, Public Property	B-4, Business-Residential	B-4, Business-Residential	B-4, Business-Residential
Downtown Overlay Zoning District	C, D-3 & P	D-4	D-4	D-4

2.0 Screening and Landscaping

2.1 Screening – No changes are proposed. **However, it should be noted that the former restaurant shared the use of dumpsters with the Willits Building, and these were often moved outside of the building and left with no screening. In accordance with section 90-30 of the City Code, no more than 6 businesses may share trash facilities. Thus, the applicant will be required to provide details on the businesses sharing the trash facility to ensure compliance. Further, in accordance with the Zoning Ordinance, the dumpsters must remain inside the trash room at the rear of the Willits Building or the owners must apply for approval to store them outside and provide a screened enclosure.**

2.2 Landscaping – No changes are proposed.

3.0 Parking, Loading, Access, and Circulation

3.1 Parking – As the subject site is located within the Parking Assessment District, the applicant is not required to provide on-site parking.

3.2 Loading – No changes are proposed.

3.3 Vehicular Access & Circulation - Vehicular access to the building will not be altered.

3.4 Pedestrian Access & Circulation – Pedestrians will have direct access to MARE Mediterranean through the existing entry door off the sidewalk.

- 3.5 Streetscape – No changes are proposed to the permanent streetscape. The required broom finish sidewalk and exposed aggregate sidewalk is existing. There is one pedestrian scale street light along the storefront, and this will remain and be surrounded by an outdoor dining platform. As mentioned above, a new elevated outdoor dining platform is proposed to house 9 four-top tables and 1 two-top table, as well as the required trash receptacle. Two sloped ramps will provide access to the platform from the City sidewalk. The platform is proposed to be enclosed by a 42" railing system. **No specification sheets on the proposed railings have been provided at this time, and will be required prior to review by the City Commission.**

4.0 Lighting

The applicant is not proposing any new lighting for the property.

5.0 Departmental Reports

- 5.1 Engineering Division – The Engineering Department will provide comments before the meeting on May 26, 2021.
- 5.2 Department of Public Services – The DPS has no concerns at this time.
- 5.3 Fire Department – The Fire Department has provided the following comments:
- Please provide any sprinkler, fire alarm, kitchen hood / renovations or modification plans to the AHJ for approval.
 - Field test verification required on all systems involving life safety.
 - Field inspection required for building layout.
 - Final occupant load to be determined in the field by Building Department and Fire Marshal
 - Fire sprinkler and alarm system to remain in service during construction / demolition and all phases.
 - Follow all IFC 2015 code requirements for hot work, construction or demolition practices.
- 5.4 Police Department – The Police Department has no concerns at this time.
- 5.5 Building Division – The Building Division has no building code concerns at this time. A complete code review will be performed when the construction documents are provided for the renovation of the tenant space.

6.0 Design Review

At this time, the applicant is not proposing any design changes to the existing storefront, nor is any signage proposed. As this building is located within the Downtown Historic District, all design changes must be approved by the Historic District Commission.

Outdoor Dining Area

Outdoor cafes must comply with the site plan criteria as required by Article 04, Section 4.41 OD-01, Outdoor Dining Standards. Outdoor cafes are permitted immediately adjacent to the principal use and are subject to site plan review and the following conditions:

1. Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
2. All outdoor activity must cease at the close of business, or as noted in Subsection 3 below, whichever is earlier.
3. When an outdoor dining area is immediately adjacent to any single-family or multiple-family residential district, all outdoor activity must cease at the close of business or 12:00 a.m., whichever is earlier.
4. All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
5. Table umbrellas shall be considered under Site Plan Review and shall not impede sight lines into a retail establishment, pedestrian flow in the outdoor dining area, or pedestrian or vehicular traffic flow outside the outdoor dining area.
6. For outdoor dining located in the public right-of-way:
 - (a) All such uses shall be subject to a license from the city, upon forms provided by the Community Development Department, contingent on compliance with all city codes, including any conditions required by the Planning Board in conjunction with Site Plan approval.
 - (b) In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 feet.
 - (c) An elevated, ADA compliant, enclosed platform may be erected on the street adjacent to an eating establishment to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
 - (d) No such facility shall erect or install permanent fixtures in the public right-of-way.
 - (e) Commercial General Liability Insurance must be procured and maintained 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. This coverage shall include an endorsement naming the city, including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members, as an additional insured. This coverage must be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance, and shall include an endorsement providing for a thirty (30) day advance written notice of cancellation or non-renewal to be sent to the city's Director of Finance.

The applicant has provided a trash receptacle within the outdoor dining area as required by Article 04, section 4.41 OD-01 of the Zoning Ordinance. In addition, the applicant has provided proposed business hours for Mare Mediterranean as follows:

Monday – Closed

Tuesday thru Friday – 11:00 a.m. – Midnight
Saturday – 5:00 p.m. to 1:00 a.m.
Sunday – 12:00 p.m. to 10:00 p.m.

The proposed outdoor café is not immediately adjacent to any single-family zoned property.

The applicant has not provided specification sheets for the proposed tables and chairs and will be required to do so prior to review by the City Commission.

No umbrellas are proposed for the outdoor dining area.

A site plan has been submitted with dimensions that show the required 5' clear pedestrian path along the building.

The applicant will be required will be required to obtain an Outdoor Dining License from the City if the SLUP is approved by the City Commission.

Signage

No signage is proposed at this time. **All signage for SLUPs must be approved through the SLUP process.**

7.0 Downtown Birmingham 2016 Overlay District

The site is located within the D-4 zone of the DB 2016 Regulating Plan, within the Downtown Birmingham Overlay District. The Planning Division finds the proposed site plan adequately implements the goals of the plan as they relate to outdoor café uses. The 2016 Plan states that outdoor dining space is in the public's best interest as it enhances street life, thus promoting a pedestrian friendly environment.

8.0 Approval Criteria

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.

9.0 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.

10.0 Suggested Action

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board POSTPONE the applicant's request for Special Land Use Permit and Final Site Plan & Design Review for 115 Willits – Mare Mediterranean pending receipt of the following:

1. Details on the businesses sharing the trash facilities on site;
2. Detailed sign plans for any proposed business signage, including dimensions, materials and colors;
3. Specification sheets on the proposed tables, chairs, trash receptacle and railing system proposed in the outdoor dining area; and
4. Details regarding trash storage and disposal.

11.0 Sample Motion Language

Based on a review of the plans submitted, the Planning Board recommends **POSTPONEMENT** of the Special Land Use Permit and Final Site Plan & Design Review for 115 Willits – Mare Mediterranean pending receipt of the following:

1. Details on the businesses sharing the trash facilities on site;
-

2. Detailed sign plans for any proposed business signage, including dimensions, materials and colors;
3. Specification sheets on the proposed tables, chairs, trash receptacle and railing system proposed in the outdoor dining area; and
4. Details regarding trash storage and disposal.

OR

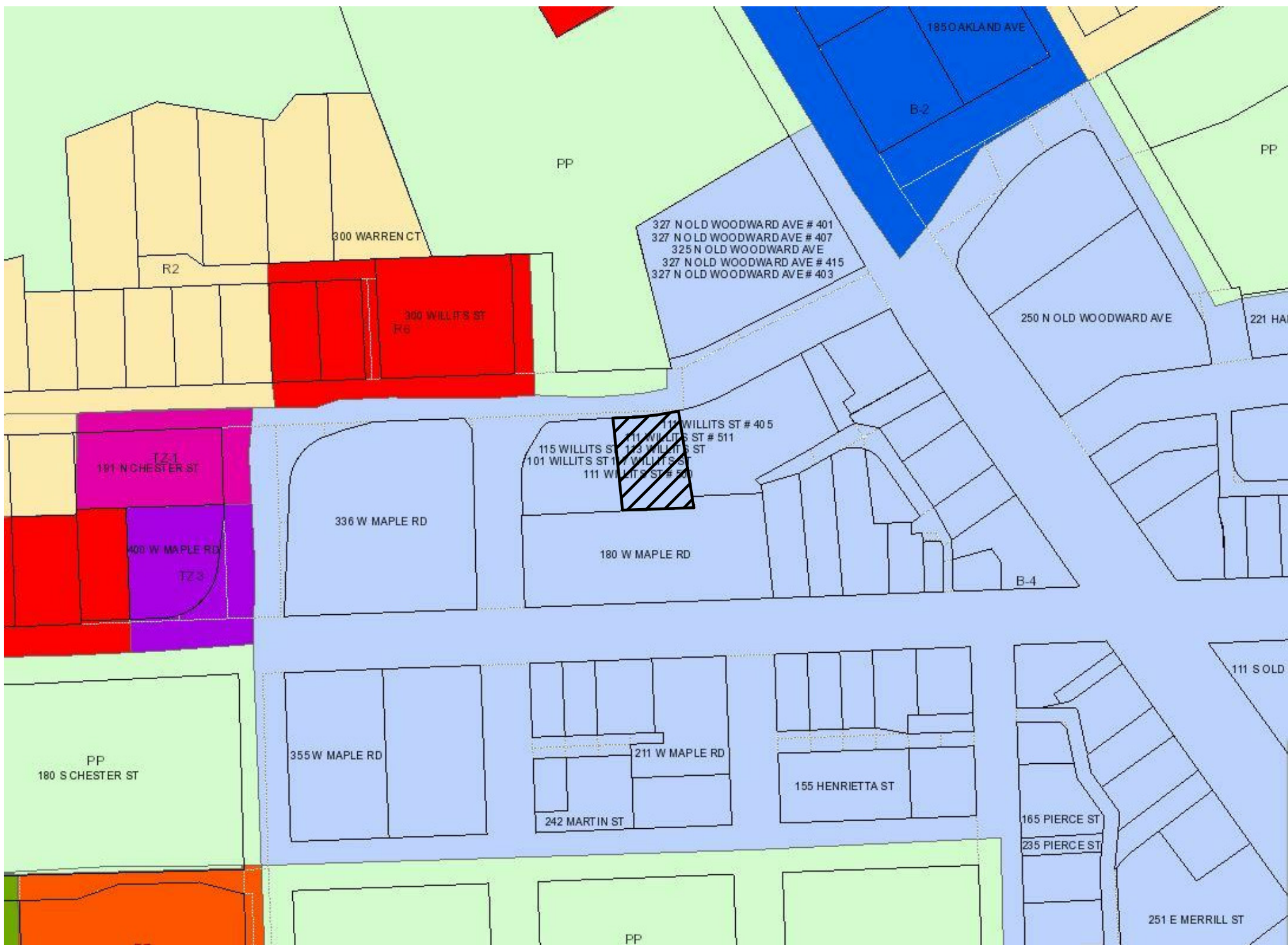
Based on a review of the plans submitted, the Planning Board finds that all of the requirements of Article 7, Section 7.27 and Article 7, Section 7.34 have been met. Motion to recommend **APPROVAL** to the City Commission of the Special Land Use Permit and Final Site Plan & Design Review for 115 Willits – Mare Mediterranean with the following conditions:

1. Applicant provide details on the businesses sharing the trash facilities on site;
2. Applicant provide detailed sign plans for any proposed business signage, including dimensions, materials and colors;
3. Applicant provide specification sheets on the proposed tables, chairs, trash receptacle and railing system proposed in the outdoor dining area; and
4. Details regarding trash storage and disposal.

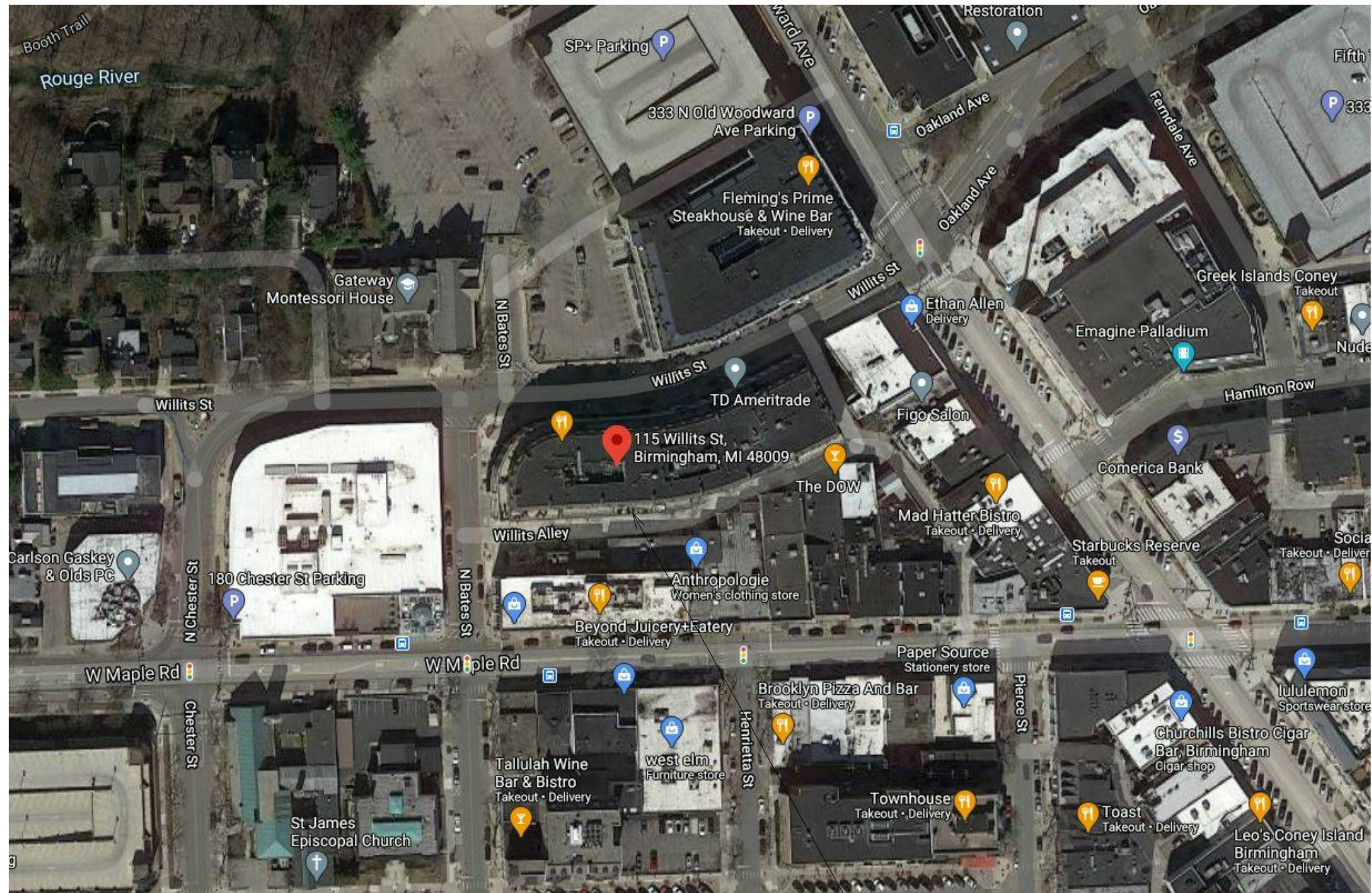
OR

Motion to recommend **DENIAL** of the Special Land Use Permit Amendment and Final Site Plan Review for 115 Willits – Mare Mediterranean for the following reasons:

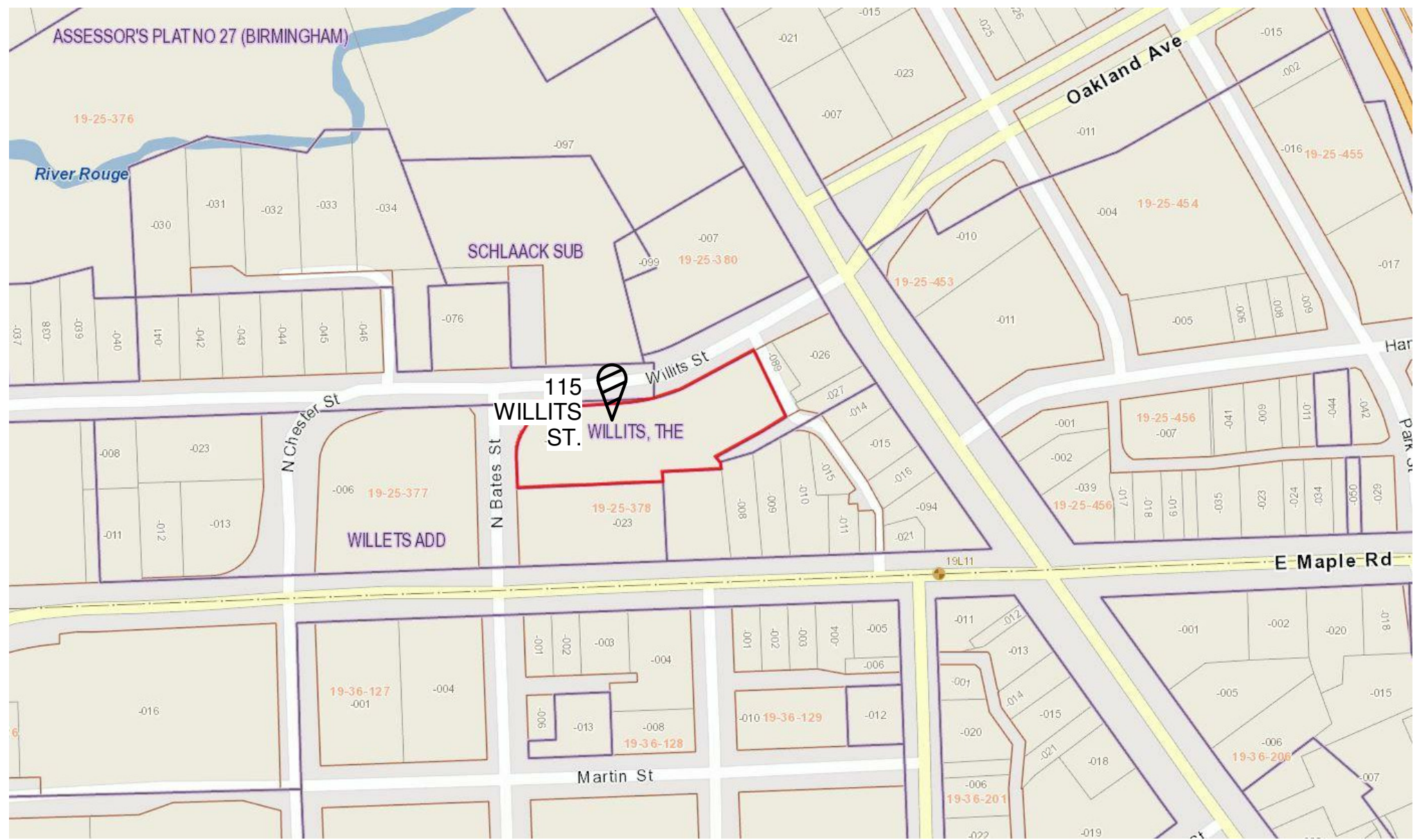
1. _____



ZONING MAP

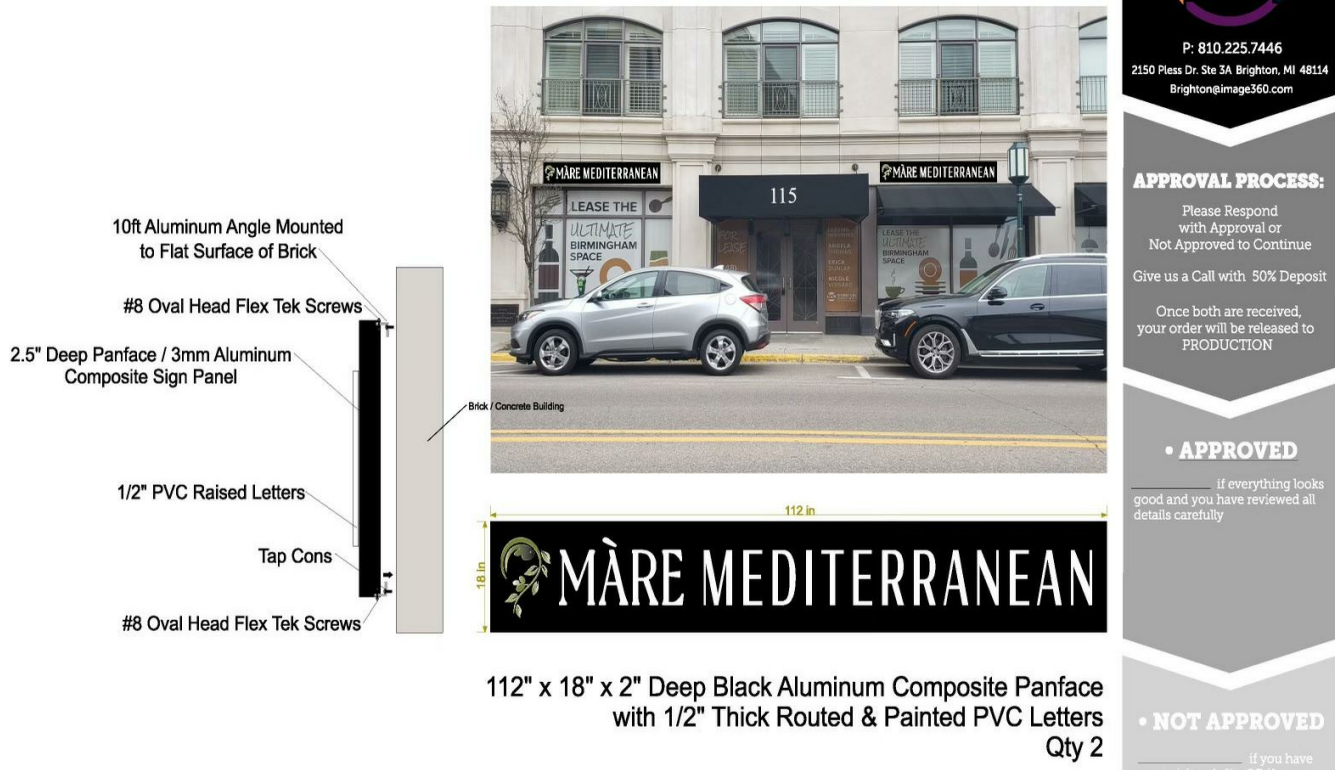


AERIAL MAP



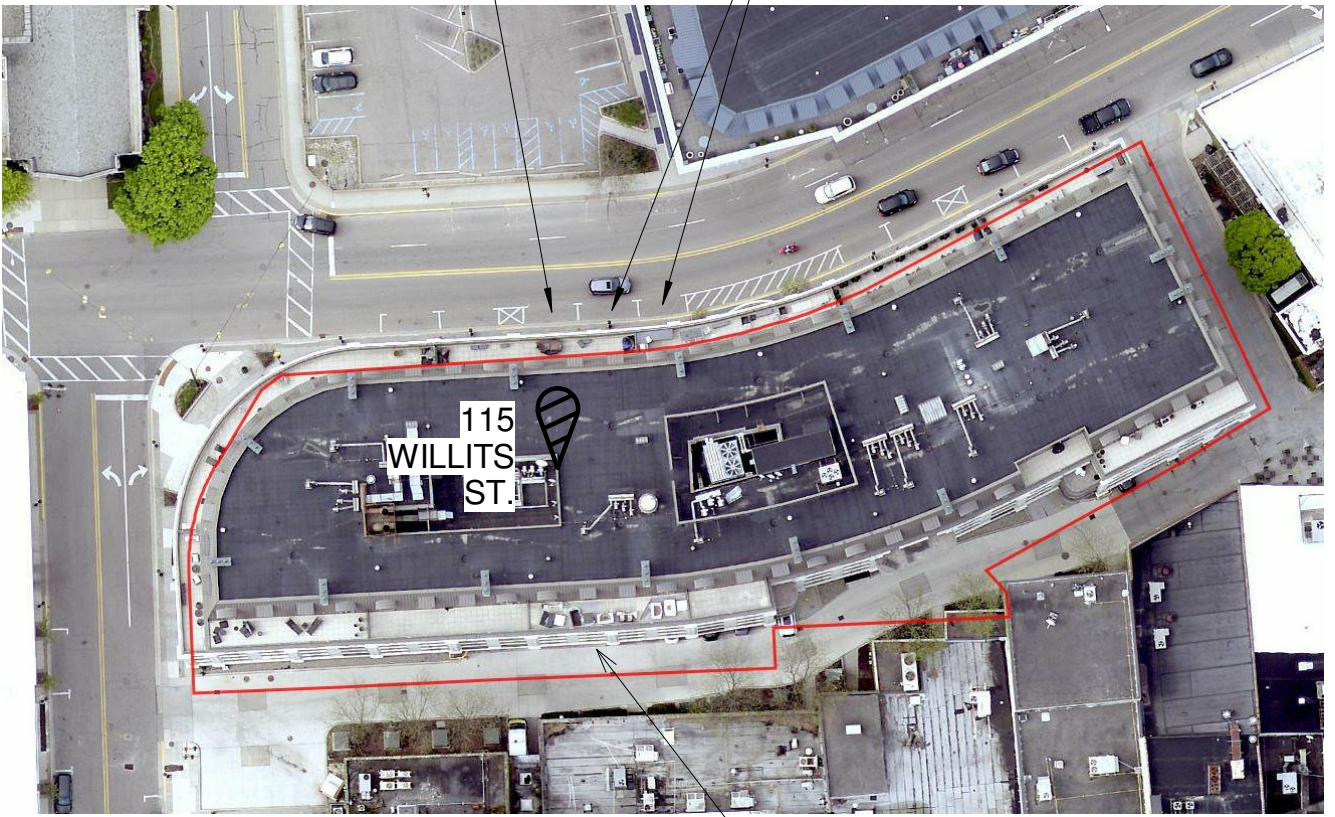
GIS MAP W/ LOCATION OF NEAREST WATER COURSE

PROOF

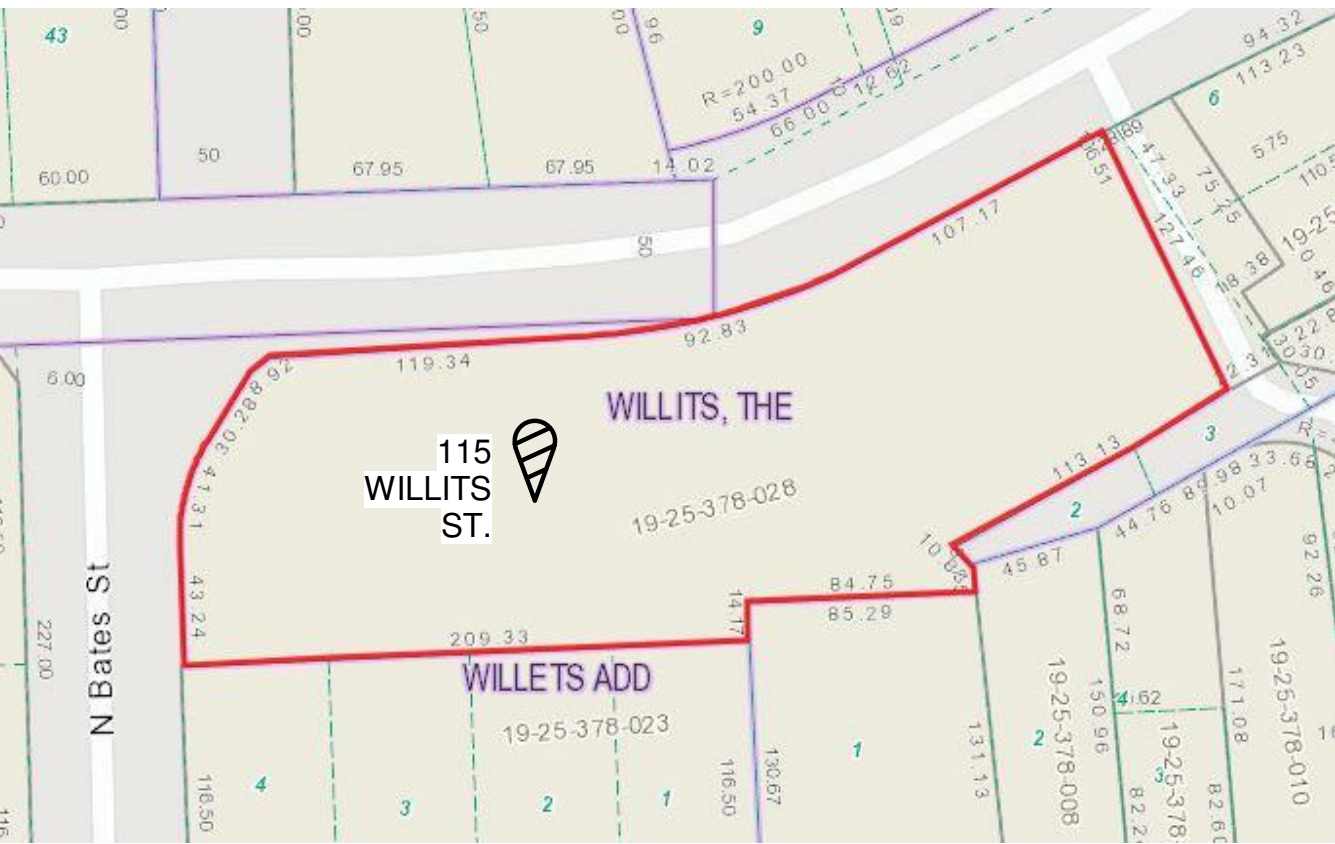


PROPOSED SIGNS FOR MARE MEDITERRANEAN TO BE LOCATED IN EXISTING CAMERON'S SIGN LOCATIONS; NO OTHER EXTERIOR STOREFRONT CHANGES SUCH AS PAINT ETC.

PARKING SPACE PROPOSED AS VALLET
PARKING SPACES TO BE USED FOR OUTDOOR SEATING LOCATION



AERIAL OF BUILDING FROM OAKLAND GIS
DUMPSTER LOCATION; LOCATED IN THE REAR ALLEY WAY LOWER LEVEL



GIS MAP W/ DIMENSIONS

MARE MEDITERRANEAN

115 WILLITS ST.
BIRMINGHAM, MI

CLIENT CONTACT:
HOSPITALITY BIRMINGHAM LLC

ATTENTION:
NINO CUTRARO
248.343.3130

TENANT SPACE SUMMARY

115 WILLITS STREET, BIRMINGHAM, MICHIGAN
PARCEL I.D. 08-19-25-378-029

WORK TO BE COMPLETED IN ACCORDANCE TO:
MBC- MICHIGAN BUILDING CODE 2015
MEBC- MICHIGAN EXISTING BUILDING CODE 2015
MMC- MICHIGAN MECHANICAL CODE
IFC- INTERNATIONAL FIRE CODE 2015
IFGC- INTERNATIONAL FUEL GAS CODE 2015
ASHRAE 90.1 2013 COMPLIANCE

*NOTE
EXISTING ELECTRICAL TO REMAIN
EXISTING PLUMBING TO REMAIN
EXISTING MECHANICAL TO REMAIN

AREA OF RESTAURANT: APPROX. 6,600 S.F.

USE CATEGORY: A-2 RESTAURANT

CONSTRUCTION: 2B (BUILDING FULL SPRINKLED-TO REMAIN)

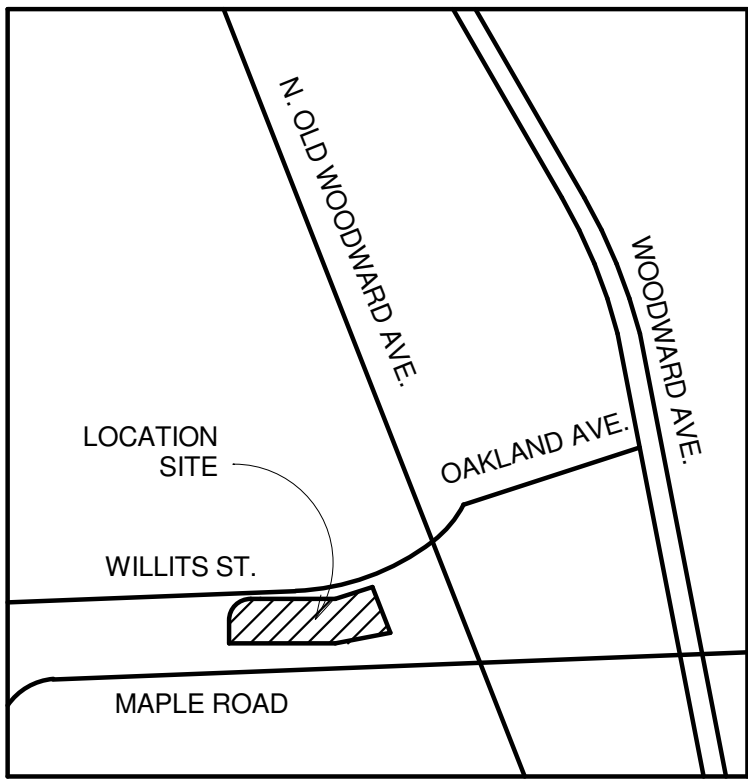
PROPOSED SPECIAL LAND USE PERMIT FOR:

OUTDOOR SEATING APPROXIMATELY 44' X 13' (VERIFIED ONSITE)
SEATING TO BE LOCATED WITHIN THE SIDEWALK AND OVER THE EAST TWO PARKING SPACES (OF THE THREE PROVIDED FOR MARE MEDITERRANEAN) WHILE THE THIRD TO BE DEDICATED AS SHARED VALLET PARKING FOR THE WILLITS BLOCK.

EXTERIOR DESIGN TO BE CONSISTED OF TREATED WOOD AND FLOOR PLANKING, RAISED 8" ABOVE EXISTING SIDE WALK, WHILE STREET AREA TO BE RAISED FLUSH WITH THE SIDEWALK. THIS WILL PROVIDE FOR FLUID DESIGN BETWEEN THE SIDEWALK AND STREET.



CURRENT STREET VIEW



LOCATION MAP

Site Address: 115 WILLITS ST, BIRMINGHAM, MI, 48009
Parcel Identification Number: 1925378028
Owner Name: WILLITS RETAIL LLC
Property Description: T2N, R10E, SEC 25 OAKLAND COUNTY CONDOMINIUM PLAN NO 1292 THE WILLITS UNIT 2 L 21855 P 1 11-8-00 FR 022 & 025

Sheet List	
Sheet Name	Sheet Number

COVER SHEET	A1
FLOOR PLAN	A2

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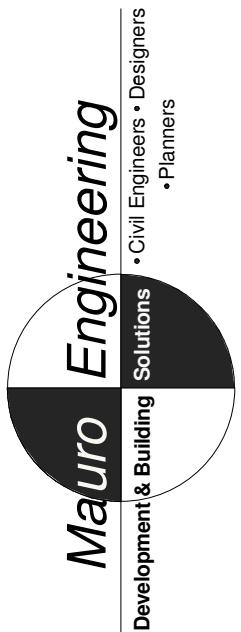
CLIENT:
HOSPITALITY BIRMINGHAM LLC
ATTENTION:
NINO CUTRARO
248.343.3130

PROJECT LOCATION:
115 WILLITS STREET,
BIRMINGHAM, MI 48009

DATE: MARCH 2021

SCALE:

COVER SHEET



PRELIMINARY ☒ CONSTRUCTION ☐ AS BUILT ☐
Drawn By: M.M.
Checked By: S.M.
Approved By: S.M.

Revisions: Date: By:
PER PLAN DETAILS 2021-05-24 M.M.



ARCHITECT/ENGINEER SEAL

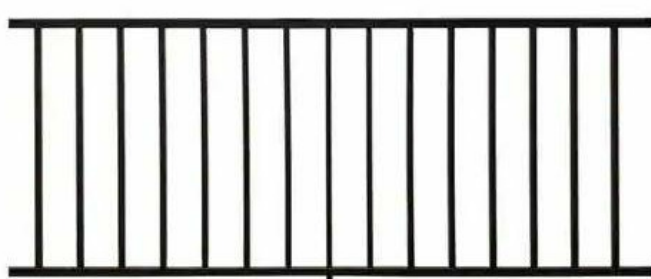
Job No. 21-023

Sheet No.

A1



TABLE AND CHAIRS



ALUMINIUM RAIL

Product Details

This Flash Furniture CO-355Q-03CHR4-BK-GG is available from Central Restaurant Products.

Brighten up your patio space with this beautiful patio table set. This colorful set will enhance your bistro, cafe, restaurant, hotel or home patio space. The top includes an umbrella hole (umbrella not included). The patio chairs stack for storing. The frames are designed for all-weather use making it a great option for indoor and outdoor settings. For longevity, care should be taken to protect from long periods of wet weather. The possibilities are endless with the multitude of environments in which you can use this table, for both commercial and residential spaces.

For additional questions, please speak with one of our helpful Product Consultants at 800.215.9293 - or click the 'Live Chat' button.

Image shown may reflect a different configuration of this product than described. Please see features section or talk to a Product Consultant for details.

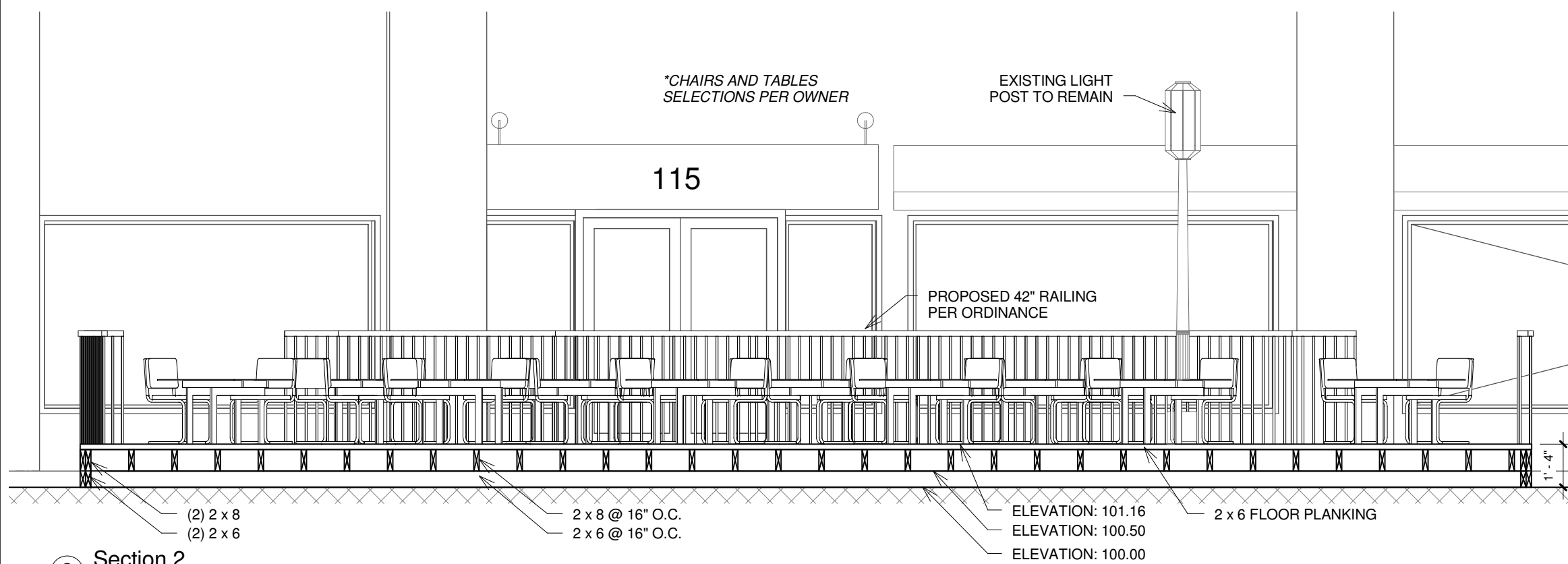
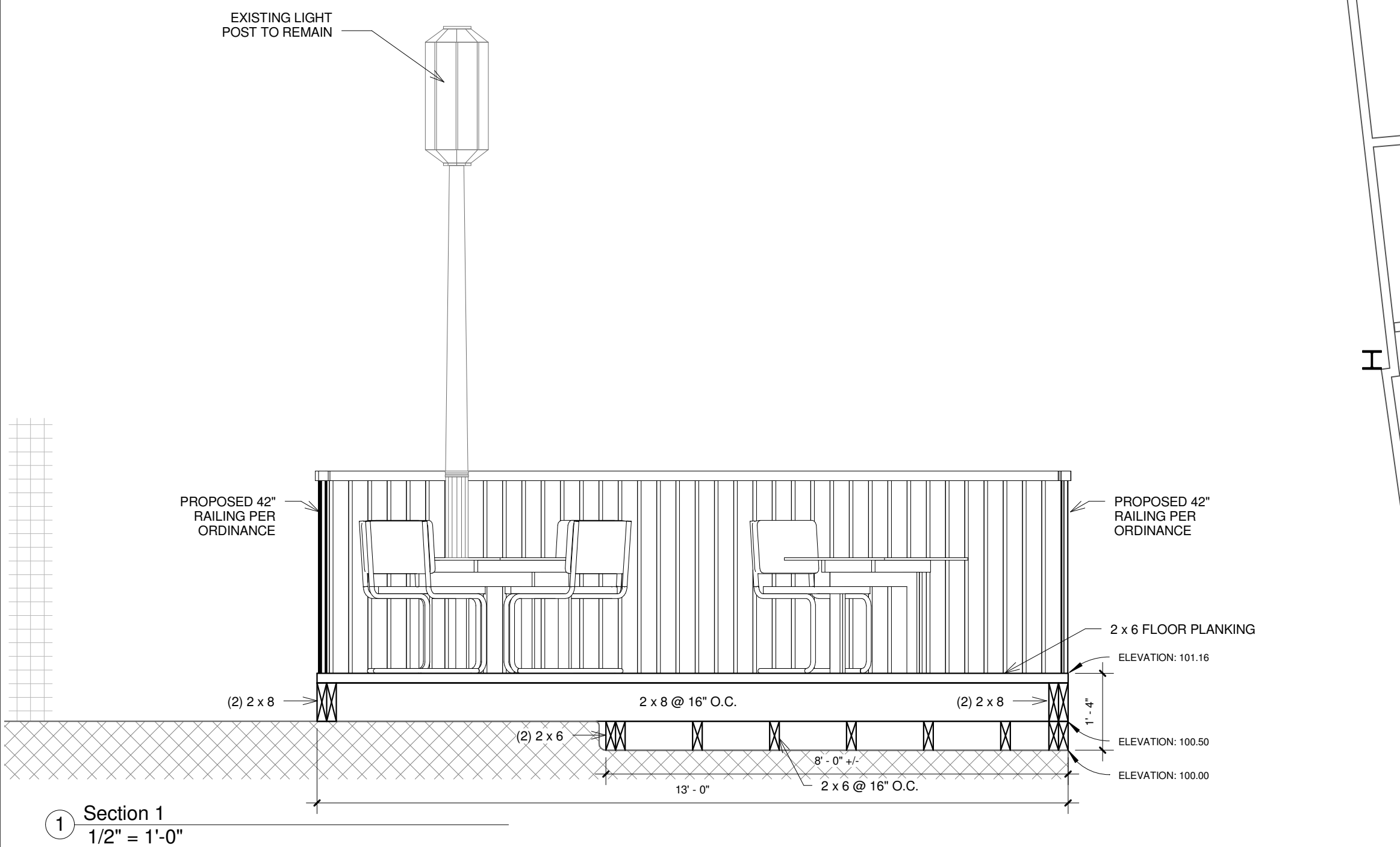
FIVE YEAR LIMITED (NON MOVING METAL PARTS), TWO YEAR PARTS WARRANTY

Specifications

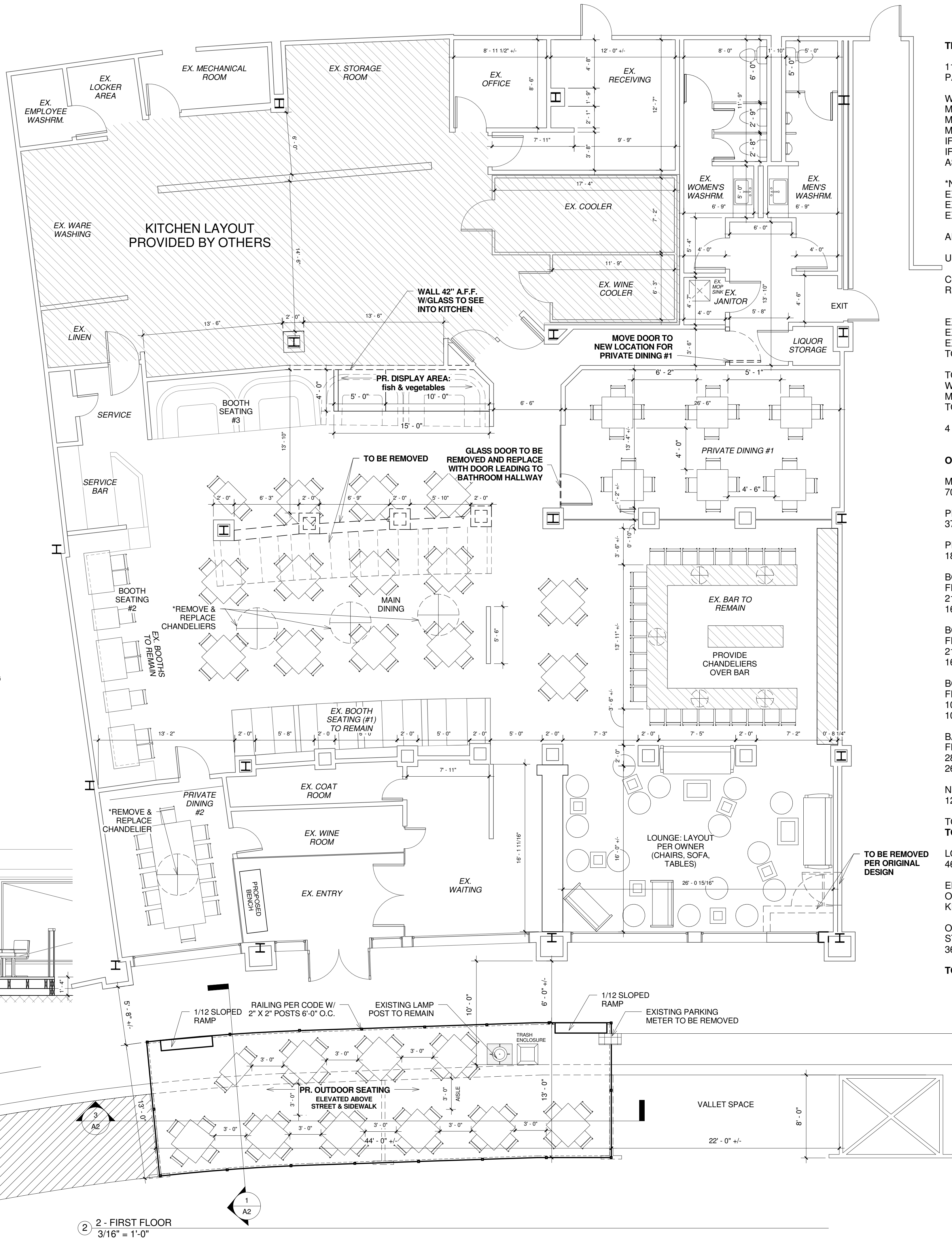
Central Model#:	47K-34F
Width:	35.5"
Depth:	35.5"
Height:	28.75"
Size:	35.5"W

Specifications

Dimensions			
Picket Spacing (in.)	3.625	Product Depth (in.)	1.38
Product Height (in.)	36	Product Width (in.)	72
Details			
Estimate Rate per Panel	16	Color Family	Black
Features	Painted, UV Protected, Water Resistant	Includes	Endbrackets, Brackets, Pails
Interior/Exterior	Exterior	Material	Aluminum
Post Rate per Panel	2	Railing Type	Railing Kit
Returnable	90-Day	Star Part Type	Kit



*EXISTING RESTAURANT DUMPSTER LOCATION LOCATED IN THE REAR ALLEY, LOWER LEVEL. (SEE COVER SHEET FOR LOCATION)



TENANT SPACE SUMMARY

115 WILLITS STREET, BIRMINGHAM, MICHIGAN
PARCEL I.D. 08-19-25-378-029

WORK TO BE COMPLETED IN ACCORDANCE TO:
MBC- MICHIGAN BUILDING CODE 2015
MEBC- MICHIGAN EXISTING BUILDING CODE 2015
MMC- MICHIGAN MECHANICAL CODE
IFGC- INTERNATIONAL FIRE CODE 2015
ASHRAE 90.1 2013 COMPLIANCE

*NOTE
EXISTING ELECTRICAL TO REMAIN
EXISTING PLUMBING TO REMAIN
EXISTING MECHANICAL TO REMAIN

AREA OF RESTAURANT: APPROX. 6,600 S.F.

USE CATEGORY: A-2 RESTAURANT

CONSTRUCTION: 2B (BUILDING FULL SPRINKLED-TO REMAIN)

EXIT CAPACITY:
EXIT #1 = 72' / 2 = 360
EXIT #2 = 36' / 2 = 180
TOTAL EXIT CAPACITY = 540

TOILET CALCULATIONS:
WOMENS = 3 [1 PER 75]
MENS = 1 TOILET, 2 URINALS [1 PER 75]
TOTAL = 4 TOILETS

4 FIXTURES X 75 = 300 OCCUPANTS ALLOWED.

OCCUPANT SEATING SUMMARY:

MAIN DINING:
709 S.F. / 15 NET = 47 ALLOWED 46 PROVIDED

PRIVATE DINING # 1:
379 S.F. / 15 NET = 25 ALLOWED 24 PROVIDED

PRIVATE DINING # 2:
189 S.F. / 15 NET = 12.6 ALLOWED 12 PROVIDED

BOOTH SEATING #1:
FIXED SEAT 1 PERSON PER 18" = 384"/18" =
21 PERSONS ALLOWED
16 PROVIDED

BOOTH SEATING #2:
FIXED SEAT 1 PERSON PER 18" = 384"/18" =
21 PERSONS ALLOWED
16 PROVIDED

BOOTH SEATING #3:
FIXED SEAT 1 PERSON PER 18" = 192"/18" =
10 PERSONS ALLOWED
10 PROVIDED

BAR SEATING:
FIXED SEAT 1 PERSON PER 18" = 504" / 18" =
28 PERSONS ALLOWED
26 PROVIDED

NEAR BAR SEATING:
120 S.F. / 15 = 8 SEATS ALLOWED 8 PROVIDED

TOTAL ALLOWABLE INTERIOR DINING = 172.6 SEATS
TOTAL PROPOSED INTERIOR DINING = 158 SEATS

LOUNGE AREA:
460 S.F. / 15 NET = 30.6 ALLOWED 30 PROVIDED

EMPLOYEE CALCULATION (AREA ALLOWANCES PER OCCUPANT)
KITCHEN: 1,715 S.F. / 200 = 8.5 ALLOWABLE

OCCUPANCY CALCULATION FOR STANDING AREA:
STANDING AREA 5 S.F. / PERSON
363 S.F. / 5 = 72 PERSONS ALLOWABLE

TOTAL PROPOSED OCCUPANCY: 269 PROPOSED

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CIVIL DAMAGES AND
PROSECUTION

CLIENT:
HOSPITALITY
BIRMINGHAM LLC
ATTENTION:
NINO CUTRARO
248.343.3130

PROJECT LOCATION:
115 WILLITS STREET,
BIRMINGHAM, MI 48009

DATE: MARCH 2021

SCALE: As indicated

FLOOR PLAN



4685 HAYES ROAD, SUITE 100, BIRMINGHAM, MI 48015
(205) 967-2300 FAX: (205) 967-2371



PRELIMINARY ☒ CONSTRUCTION ☐ AS BUILT

Drawn By: M.M.

Checked By: S.M.

Approved By: S.M.

Revisions: Date: By:
PER PLAN DETAILS 2021-05-24 M.M.



Job No.

21-023

Sheet No.

A2

City Of Birmingham
Regular Meeting Of The Planning Board
Wednesday, May 26, 2021

Held Remotely Via Zoom And Telephone Access

2. 115 Willits Street – Mare Mediterranean (former Cameron’s Steakhouse),
Request for a Special Land Use Permit and Final Site Plan and Design Review to consider approval of new restaurant serving alcoholic liquors in an existing building.

PD Ecker reviewed the item.

Mr. Williams and Chair Clein agreed that the hours should not go past 12 a.m.

Applicant and owner Nino Cutraro agreed. Kelly Allen, attorney for the project and Simon Morrow, architect, were also present.

In reply to Mr. Jeffares, PD Ecker stated that she reached out to DPS to find out why there were only two trees between Bates and Old Woodward but had not yet heard back.

The applicant team confirmed they would adhere to the ordinance requirements regarding the dumpster and would adhere to the Fire Department’s comments.

There were no public comments.

Chair Clein said he would be comfortable allowing the remaining items outstanding to be administratively approved.

Motion by Mr. Share

Seconded by Mr. Jeffares to recommend approval to the City Commission for the Special Land Use Permit for 115 Willits – Mare Mediterranean based on a review of the plans submitted and their adherence to Article 07, section 7.27 and Article 07, section 7.34 of the Zoning Ordinance and pending receipt of the following: 1. Details on the businesses sharing the trash facilities on site; 2. Applicant comply with all City Department requests; 3. Detailed sign plans for any proposed business signage to allow the Planning Department to complete their review of the recently submitted plans; 4. Outdoor dining be closed at midnight; and, 5. Specification sheets on the proposed tables, chairs, trash receptacle and railing system proposed in the outdoor dining area.

Chair Clein stated that if documentation was not submitted to PD Ecker in time to allow for administrative review and approval that he did not want this item to proceed to the Commission for review.

Mr. Boyle commented that this applicant provided one of the best cover sheets he had ever seen for a site plan. He asked Planning to encourage other applicants to do the same.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Share, Jeffares, Boyle, Koseck, Whipple-Boyce, Williams, Clein

Nays: None

Motion by Mr. Share

Seconded by Mr. Williams to recommend approval to the City Commission for the Final Site Plan and Design Review for 115 Willits – Mare Mediterranean based on a review of the plans submitted and their adherence to Article 07, section 7.27 and Article 07, section 7.34 of the Zoning Ordinance and pending receipt of the following: 1. Details on the businesses sharing the trash facilities on site; 2. Applicant comply with all City Department requests; 3. Detailed sign plans for any proposed business signage to allow the Planning Department to complete their review of the recently submitted plans; and, 4. Specification sheets on the proposed tables, chairs, trash receptacle and railing system proposed in the outdoor dining area.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Share, Williams, Clein, Jeffares, Boyle, Koseck, Whipple-Boyce

Nays: None



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
JESSICA A. HALLMARK
GREGORY K. NEED
G. HANS RENTROP

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:

PHILLIP G. ADKISON
KEVIN M. CHUDLER
KATHERINE A. TOMASIK

March 31, 2021

Via Electronic Mail

Jana Ecker, Planning Director
City of Birmingham
151 Martin St.
P.O. Box 3001
Birmingham, MI 48012

Re: Special Land Use Application for Birmingham Hospitality, LLC d/b/a Mare Mediterranean

Dear Ms. Ecker:

Attached is the Special Land Use Application for Birmingham Hospitality, LLC. The required documents have been prepared by Mauro Engineering.

The fee of \$2,800.00 is being hand delivered to your office tomorrow.

The police department application is also being submitted tomorrow.

Please review the SLUP application and let me know when this may be considered by the Planning Board. If you require any further information, it will be immediately provided.

Thank you for your assistance.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC

Kelly A. Allen

/kjf
Enclosures



Special Land Use Permit Application

Planning Division

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

1. Applicant

Name: Hospitality Birmingham LLC
Address: 115 Willits St, Birmingham, MI 48009

Phone Number: 248-343-3130
Fax Number: 248-733-1050
Email Address: mncontracting@att.net

2. Applicant's Attorney/Contact Person

Name: Kelly A. Allen
Address: 39572 Woodward, Suite 222, Bloomfield Hills, MI 48304

Phone Number: 248-540-7400
Fax Number: 248-540-7401
Email Address: kallen@anafirm.com

3. Required Attachments

- Warranty Deed with legal description of property
- Required fee (see Fee Schedule for applicable amount)
- Fifteen (15) folded copies of plans including a certified land survey, color elevations showing all materials, site plan, landscape plan, photometric plan, and interior plan
- Photographs of existing site and buildings
- Samples of all materials to be used

4. Project Information

Address/Location of Property: _____
Name of Development: _____
Sidwell #: _____
Current Use: _____
Proposed Use: _____
Area in Acres: _____
Current Zoning: _____
Zoning of Adjacent Properties: _____
Is there a current SLUP in effect for this site?: _____
Is property located in the floodplain? _____

Property Owner

Name: Willits Retail LLC
Address: c/o Seligman and Associates Inc.
One Towne Square #1913, Southfield, MI 48076
Phone Number: 248-862-8000
Fax Number: _____
Email Address: rcoopersmith@seligmangroup.com

Project Designer/Developer

Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email Address: _____

- Catalog sheets for all proposed lighting, mechanical equipment & outdoor furniture
- An itemized list of all changes for which approval is requested
- Completed Checklist
- Digital copy of plans
- One (1) additional set of plans mounted on a foam board, including a color rendering of each elevation

Name of Historic District site is in, if any: _____
Date of HDC Approval, if any: _____
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 Revised Final Site Plan Approval: _____
Date of Final Site Plan Approval: _____
Date of DRB approval, if any: _____
Date of Last SLUP Amendment: _____
Will proposed project require the division of platted lots? _____

5. Details of the Nature of Work Proposed (Site plan & design elements)

Proposed landscape material: N/A

11. Streetscape

Sidewalk width: EXISTING 10'-NEW 5' WHERE NEW SEATING DECK
Number of benches: EXISTING 1; TO REMAIN
Number of planters: 0
Number of existing street trees: 1
Number of proposed street trees: 0
Streetscape Plan submitted?: _____

Description of benches or planters: GREEN METAL BENCH

Species of existing street trees: N/A
Species of proposed street trees: N/A

12. Loading

Required number of loading spaces: LOADING IN REAR ALLEY
Typical angle of loading spaces: N/A
Screenwall material: N/A
Location of loading spaces on the site: REAR ALLEY

Proposed number of loading spaces: LOADING IN REAR ALLEY
Typical size of loading spaces: N/A
Height of screenwall: N/A

13. Exterior Trash Receptacles

Required number of trash receptacles: EXISTING TO REMAIN
Location of trash receptacles: REAR ALLEY
Screenwall material: N/A

Proposed number of trash receptacles: EXISTING TO REMAIN
Size of trash receptacles: EXISTING TO REMAIN
Height of screenwall: N/A

14. Mechanical Equipment

Utilities & Transformers:

Number of ground mounted transformers: EXISTING TO REMAIN
Size of transformers (LxWxH): N/A

Location of all utilities & easements: N/A

Height of screenwall: N/A

Number of utility easements: N/A
Screenwall material: N/A

Ground Mounted Mechanical Equipment:

Number of ground mounted units: EXISTING TO REMAIN
Size of ground mounted units (LxWxH): N/A

Location of all ground mounted units: N/A

Height of screenwall: N/A

Screenwall material: N/A

Rooftop Mechanical Equipment:

Number of rooftop units: EXISTING TO REMAIN
Type of rooftop units: N/A

Location of all ground mounted units: N/A
Size of rooftop units (LxWxH): N/A

Height of screenwall: N/A
Percentage of rooftop covered by mechanical units: N/A
Distance from units to rooftop units to screenwall: N/A

Screenwall material: N/A
Location of screenwalls: N/A

15. Accessory Buildings

Number of accessory buildings: _____
Location of accessory buildings: _____

Size of accessory buildings: _____
Height of accessory buildings: _____

16. Building Lighting

Number of light standards on building: N/A EXISTING TO REMAIN Type of light standards on building: EXISTING TO REMAIN
Size of light fixtures (LxWxH): N/A Height from grade: N/A

Maximum wattage per fixture: N/A Proposed wattage per fixture: N/A
Light level at each property line: N/A Number & location of holiday tree lighting receptacles: N/A

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 or Special Land Use Permit. The undersigned further states that they have reviewed the procedures and guidelines for site plan review and Special Land Use Permits in Birmingham and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

Signature of Owner: _____

Date: 03-24-21

Print Name: S. M. ZIMMERMAN

Signature of Applicant: _____

Date: 3/18/21

Print Name: Antonino Cutraro

Signature of Architect: _____

Date: 03-16-2021

Print Name: SIMONE MAURO P.E.

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____



SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: Hospitality Birmingham LLC Case #: _____ Date: _____

Address: 115 Willits St Project: Mare Mediterranean

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. A list of all requested elements / changes to the site plan;
- _____ 9. Any changes requested marked in color on the site plan and on all elevations of any building(s);
- _____ 10. A chart indicating the dates of any previous approvals by the Planning Board, Board of Zoning Appeals, Design Review Board, City Commission, or the Historic District Committee ("HDC");
- _____ 11. Existing and proposed layout of streets, open space and other basic elements of the plan;
- _____ 12. Existing and proposed utilities and easements and their purpose;
- _____ 13. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preservable 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;
- _____ 14. General description, location, and types of structures on the site;
- _____ 15. Details of existing or proposed lighting, signage and other pertinent development features;
- _____ 16. 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
- _____ 17. 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:

- _____ 18. Name and address of applicant and proof of ownership;
- _____ 19. Name of Development (if applicable);
- _____ 20. Address of site and legal description of the real estate;
- _____ 21. A separate location map;
- _____ 22. Legend and notes, including a graphic scale, north point, date and all relevant dimensions;
- _____ 23. Color elevation drawings showing the proposed design for each façade of the building;
- _____ 24. Itemized list of all materials to be used, including exact size specifications, color, style, and the name of the manufacturer; and
- _____ 25. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- _____ 26. Details of existing or proposed lighting, signage and other pertinent development features;
- _____ 27. A list of any requested design changes;
- _____ 28. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometry analysis of all exterior lighting fixtures showing light levels to all property lines; and
- _____ 29. 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: Hospitality Birmingham LLC
Address: 115 Willits St. Birmingham, MI 48009
Phone Number: 248-343-3130
Fax Number: 248-733-1050

Property Owner

Name: Willits Retail LLC
Address: c/o Seligman and Associates Inc.
One Towne Square #1913, Southfield, MI 48076
Phone Number: 248-862-8000
Fax Number: _____

2. Project Information

Address/Location of Property: 115 Willits St.
Name of Development: Mare Mediterranean
Area in Acres: _____

Name of Historic District site is in, if any: N/A
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: [Signature]

Date: 3-31-21

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Reviewed by: _____



Fee Schedule

Administrative Approval	\$100.00
Board of Zoning Appeals* <ul style="list-style-type: none"> Single Family Residential All Others 	\$310 \$510
Community Impact Study Review*	\$2,050
Design Review*	\$350
Lot Division*	\$200 / parcel affected
Historic District Review* <ul style="list-style-type: none"> Single Family Residential District All other zone districts 	No charge \$350
Public Notice Sign	\$100 / refundable deposit \$50 fee
Site Plan Review* <ul style="list-style-type: none"> R4 through R8 zone district Nonresidential districts 	\$850 plus \$50 per dwelling unit \$1050 plus \$50 per acre or portion of acre
Special Land Use Permit* <ul style="list-style-type: none"> Plus Site Plan Review Plus Design Review Plus Publish of Legal Notice Plus sign rental and deposit 	\$800 \$1050 \$350 \$450 \$150 Total fee: \$2800
Special Land Use Permit Annual Renewal Fee	\$200.00
Temporary Use Permit	\$100
Zoning Compliance Letter	\$50
Zoning Ordinance Amendment Hearing (Rezoning)*	\$1500

***Require public notice sign to be posted (\$150 – rental fee & deposit)**

The fees for design review, site plan review, historic district review and special land use permits shall be double the listed amounts in the even the work is commenced prior to the filing of an application for review by the City of Birmingham.

Ordinance No. 1751 (Appendix A, Section 7.38 of the Birmingham City Code)

EXHIBIT "C"

TENANT'S MENU

From the Raw Bar

"Tartare al Mare"

Big Eye Tuna - Micro basil, serrano chili, orange
Wild Salmon - Fresno chili, cilantro

Whole Fish Chef Select "Sashimi Style" raw* MKP
Lime and cilantro and Lemon and thyme

Ceviche*

Loop de mer, tuna, lemon and fresh herbs

Crudo*

Chef's plate - a selection of raw fish sashimi style

Appetizers

Grilled Octopus

Served on fave bean puree

Calamari

Lightly fried squid with lemon olive oil dipping sauce

Maryland Blue Crab Cakes

Jumbo lump crab, bread crumbs and herbs topped with horseradish
sauce

Beef Tartare*

Prime raw beef and herbs

Beef Kabob
Grilled beef tenderloin pieces

Madagascar Shrimp
Sautéed in white wine, olive oil, herbs

Baked Stuffed Pastry
"Seafood" medley in béchamel or
"Veal" bechamel

From The Mare

"Whole Fish al Mare" MK per lb.
"Off the Grill" or "Baked under a bed of Sea Salt"
or "Off the Grill and Table Flambé"

Norwegian Wild Salmon
Baked in puff pastry

Whole Steamed East Coast Lobster MK per lb.
served with lemon and butter

Big Eye Tuna
Lightly seared rare or blue

Day Boat Scallops
Seared in brandy and butter

Fillet of Bronzino
Lightly floured and pan seared sea bream

Sword Fish Hawaii

Black Cod

Exhibit C – Page 2

"The Mare" and Couscous
A Medley of Shrimp, clams, mussels, calamari and monk fish in a light
tomato sauce

Paella Marisco "for 2"
An array of seafood - clams, shrimp, scallops, mussels in rice, peas
a Spanish tradition

From The Land

Colorado Lamb Chops
Grilled to order

NY Strip Steak Bone-in 18 oz. , American Wagyu
Grilled to order

Fillet Mignon 8 oz.
Grilled to order

Spaghetti Primavera
An array of seasonal vegetables in a light cream sauce tossed with
spaghetti

Chicken Moroccan
Chicken thigh and leg braised in traditional Moroccan tangine style of
cloves, lemon, onion served over a bed of couscous

Salads and Vegetables

Greek Salad
Tomatoes, cucumbers, onion, olives and Feta cheese in extra virgin
olive oil

Mixed Greens
Romaine, baby greens, carrot, fennel in balsamic vinaigrette

Heirloom Beet Salads
Oven roasted tricolored beets tossed in olive oil

Fingerling Potatoes oven roasted

Zucchini & Eggplant Tower
Lightly fried with tzatziki

Wild Mushrooms
An array of sautéed wild mushrooms

Grilled Vegetables
An array of seasonal vegetables



MEMORANDUM

Planning Division

DATE: June 14th, 2021

TO: Thomas Markus, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Set a Public Hearing for 176 S. Old Woodward – Sushi Japan – Special Land Use Permit, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit and Final Site Plan and Design Review to allow for the operation of a new bistro, Sushi Japan.

BACKGROUND:

The subject site is located at 176 S. Old Woodward Street, in the former 2941 Mediterranean Street Food space. The parcel is zoned B4 (Business Residential) and D4 in the Downtown Birmingham Overlay District. The applicant is seeking approval to operate a new bistro named SUSHI JAPAN under Chapter 10, Alcoholic Liquors, of the City Code to allow the service of alcoholic beverages in the proposed bistro. Chapter 10 requires that the applicant obtain a Special Land Use Permit and approval from the City Commission to operate an establishment with a Bistro License within the City of Birmingham.

Accordingly, the applicant is required to obtain a recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit, and then obtain approval from the City Commission for the Final Site Plan, Special Land Use Permit, and for the operation of a bistro.

On May 26th, 2021, the Planning Board recommended approval to the City Commission of the Special Land Use and Final Site Plan and Design to permit a bistro license to be used for Sushi Japan at 176 S. Old Woodward based on a review of the plans submitted and their adherence to Article 07, section 7.27 and Article 07, section 7.34 of the Zoning Ordinance with the following conditions:

1. The Planning Board approves of the proposed 65% storefront glazing;
2. The applicant comply with the requests of all City departments; and
3. A signed contract with the City that must be fully executed upon approval of the SLUP and bistro license.

The applicant has agreed to comply with the requests of all City departments and to enter into a contract with the City.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no concerns with the form of the application.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date for July 12th, 2021 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 176 S. Old Woodward – Sushi Japan.

ATTACHMENTS:

Please find attached the following documents for your review:

- Draft Special Land Use Permit Resolution
- Planning Division Report
- Site/Design Plans
- Meeting Minutes
- Application & Supporting Documents

SUGGESTED RESOLUTION:

To set a public hearing date for July 12th, 2021 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 176 S. Old Woodward – Sushi Japan.

SUSHI JAPAN
176 S. Old Woodward
Special Land Use Permit 2021

WHEREAS, SUSHI JAPAN filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a food and drink establishment serving alcoholic liquors in the Downtown Birmingham Overlay District in accordance Article 3, Section 3.04(C)(10) of Chapter 126, Zoning, of the City Code;

WHEREAS, the land for which the Special Land Use Permit Amendment is sought is located on the west side of S. Old Woodward, north of Merrill, and within the boundaries of the Birmingham Shopping District;

WHEREAS, The land is zoned B-4, and is located in the D-4 zone within the Downtown Birmingham Overlay District, which permits the operation of food and drink establishments 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, The applicant submitted an application for a Special Land Use Permit, Final Site Plan and Design Review for SUSHI JAPAN to operate as a bistro at 176 S. Old Woodward;

WHEREAS, The Planning Board on May 26, 2021 recommended approval to the City Commission of the Special Land Use and Final Site Plan and Design to permit a bistro license to be used for Sushi Japan at 176 S. Old Woodward based on a review of the plans submitted and their adherence to Article 07, section 7.27 and Article 07, section 7.34 of the Zoning Ordinance with the following conditions:

1. The Planning Board approves of the proposed 65% storefront glazing;
2. The applicant comply with the requests of all City departments; and
3. A signed contract with the City that must be fully executed upon approval of the SLUP and bistro license.

WHEREAS, The applicant has agreed to comply with the requests of all City departments and to enter into a contract with the City;

WHEREAS, The Birmingham City Commission has reviewed SUSHI JAPAN'S Special Land Use Permit 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 SUSHI JAPAN'S application for a Special Land Use Permit, Final Site Plan and Design Review at 176 S. Old Woodward 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 is granted subject to the following conditions:

1. SUSHI JAPAN will close outdoor dining areas at midnight each day of the week;
2. SUSHI JAPAN shall abide by all provisions of the Birmingham City Code; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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, SUSHI JAPAN 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 SUSHI JAPAN to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that SUSHI JAPAN is recommended for the operation of a food and drink establishment serving alcoholic beverages on premises, above all others, subject to final inspection.

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 July 12, 2021.

Alexandria Bingham
City Clerk



MEMORANDUM

Planning Division

DATE: May 21, 2021

TO: Planning Board

FROM: Jana L. Ecker, Planning Director

SUBJECT: 176 S. Old Woodward, Sushi Japan – Special Land Use Permit and Final Site Plan Review

Executive Summary

The subject site is located at 176 S. Old Woodward Street, in the former 2941 Mediterranean Streetfood space. The parcel is zoned B4 (Business Residential) and D4 in the Downtown Birmingham Overlay District. The applicant is seeking approval to operate a new bistro named SUSHI JAPAN.

Thus, at this time the applicant is seeking approval of a Bistro License under Chapter 10, Alcoholic Liquors, of the City Code to allow the service of alcoholic beverages in the proposed bistro. Chapter 10 requires that the applicant obtain a Special Land Use Permit and approval from the City Commission to operate an establishment with a Bistro License within the City of Birmingham. Accordingly, the applicant is required to obtain a recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit, and then obtain approval from the City Commission for the Final Site Plan, Special Land Use Permit, and for the operation of a Bistro License.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – Sushi Japan is proposed in the existing two story portion of the Merrillwood Building. The most recent tenant was 2941 Mediterranean Streetfood on the ground floor where Sushi Japan is proposed.
- 1.2 Existing Zoning – The property is currently zoned B4 (Business Residential). The existing use and surrounding uses appear to conform to the permitted uses of the Zoning Ordinance.
- 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
Existing Land Use	Retail & Commercial	Retail, Commercial & Residential	Retail, Commercial & Residential	Retail, Commercial & Residential
Existing Zoning District	B4, Business Residential	B4, Business Residential	B4, Business Residential	B4, Business Residential
Overlay Zoning District	D4	D4	D4	D4

2.0 Use, Setback and Height Requirements

The applicant is not proposing any changes to the footprint of the existing building. The proposed bistro use is permitted in the B4 zone district.

3.0 Bistro Requirements

Article 9, section 9.02, Definitions, of the Zoning Ordinance defines a bistro as a restaurant with a full service kitchen with interior seating for no more than 65 people and additional seating for outdoor dining. Sushi Japan is proposing 54 seats in the main dining room, including 6 seats at the bar. A total of 18 outdoor dining seats are proposed; 12 immediately adjacent to the building, and 6 seats east of the sidewalk next to the curbline and on street parking zone. Sushi Japan will be a new restaurant applying for a new bistro license.

The Zoning Ordinance permits bistros in the Downtown Birmingham Overlay District, provided the following conditions are met:

- (a) No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats;
 - (b) Alcohol is served only to seated patrons, except those standing in a defined bar area;
 - (c) No dance area is provided;
 - (d) Only low key entertainment is permitted;
 - (e) Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
 - (f) A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1' and 8' in height;
-

- (g) All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and
- (h) Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.

As stated, Sushi Japan is proposing 6 seats at a bar located at the back of the bistro. No direct connect additional bar permit will be permitted from this license if approved. Alcohol may only be served to seated patrons and those standing in the bar area. The applicant has provided a designated bar area, which includes 6 seats at the bar and standing room behind the seating.

Sushi Japan does not propose any dancing or entertainment.

Sushi Japan is proposing to have 54 seats in the restaurant, including dining tables in the storefront space lining S. Old Woodward. A total of 8 seats line the storefront space along N. Old Woodward. **The applicant is proposing to maintain the existing storefront, which has a glazing percentage of 65% between 1' and 8' above grade. The applicant will be required to increase the storefront glazing to 70% or obtain a variance from the Board of Zoning Appeals.** However, in accordance with Article 4, section 4.90 of the Zoning Ordinance and to allow flexibility in design, the Planning Board may modify the glazing requirements by a majority vote provided that the following conditions are met:

- a. The subject property must be in a zoning district that allows mixed uses;
- b. The scale, color, design and quality of materials must be consistent with the building and site on which it is located;
- c. The proposed development must not adversely affect other uses and buildings in the neighborhood;
- d. Glazing above the first story shall not exceed a maximum of 70% of the façade area;
- e. Windows shall be vertical in proportion.

Thus, the Planning Board may vote to modify the glazing requirements for Sushi Japan upon finding that each of the above requirements are met.

The applicant will be required to enter into a contract with the City that must be fully executed upon approval of the SLUP and bistro license.

As required, Sushi Japan is proposing outdoor dining along S. Old Woodward. A total of 18 outdoor dining seats are proposed, of which 12 are proposed immediately adjacent to the building, and 6 of which are proposed east of the sidewalk along the curb line next to the on street parking zone. The outdoor dining areas are proposed to be enclosed with a combination of landscape planters and 42" high steel railings powder coated in black. All 4 planters

proposed are constructed of steel. The two planters adjacent to the building 14" in height, and the 2 proposed next to the on street parking are taller, however a specific height was not provided. Trellis' are proposed for the two planters adjacent to the building, and plantings of English Ivy, Mandevilla Climbing vine, Verbenum, ZZZ Plant, Impatiens and Petunias are proposed. The combined height of each planter/trellis/plantings will not exceed 42" in height. **The applicant will be required to replace the proposed English Ivy with another plant, as English Ivy is a prohibited planting in accordance with landscape standards of the Zoning Ordinance.**

The applicant has advised that the proposed hours of operation for Sushi Japan are as follows:

Monday - Thursday, 11:00 a.m. – 10:30 p.m.
Friday, Saturday, 11:00 a.m. – 11:00 p.m.
Sunday, 11:00 a.m. – 9:30 p.m.

4.0 Screening and Landscaping

- 4.1 Mechanical Screening –The applicant is proposing to use existing mechanical equipment on the rear of the building previously used by 2941 Mediterranean Streetfood. The only addition is a new exhaust fan on the top of existing ductwork. **None of the existing mechanical equipment is screened. The Planning Board may wish to have all mechanical equipment visible from the alley painted to match the color of the brick on the rear wall of the building.** No new rooftop mechanical equipment is proposed.
- 4.2 Dumpster Screening – The application does not include the addition of a new dumpster or enclosure. **The applicant intends to share the use of the existing trash dumpsters behind the Merrillwood Building, which are currently unscreened. However, in accordance with section 90-30 of the City Code, no more than 6 businesses may share trash facilities. Thus, the applicant will be required to provide details on the businesses sharing the trash facility to ensure compliance.**
- 4.3 Parking Lot Screening – The applicant is not required to provide any off street parking as the site is located within the Parking Assessment District.
- 4.4 Landscaping – There is currently 1 street tree existing along the frontage of 176 S. Old Woodward, and this tree is proposed to remain. In accordance with Article 4, section 4.20 LA-01; street trees are required along all streets, at a rate of at least 1 street tree / 40' of street frontage unless it is determined by the staff arborist not to be feasible. This requirement has been met.

The applicant is also proposing the addition of 4 steel planters, with plantings of English Ivy, Mandevilla Climbing Vine, Verbenum, ZZZ Plant, Impatiens and Petunias. The combined height of each planter/trellis/plantings will not exceed 42" in height. **The applicant will be required to replace the proposed English Ivy with**

another plant, as English Ivy is a prohibited planting in accordance with landscape standards of the Zoning Ordinance.

5.0 Parking, Loading, Access, and Circulation

- 5.1 Parking – As stated above, the applicant is not required to provide any parking spaces for commercial or retail uses as the site is located in the Parking Assessment District. However, the site plan shows one designated parking space behind the building off of the Pierce Street alley.
- 5.2 Loading – No loading spaces are required for the proposed bistro as it is less than 5,000 sq.ft. in size.
- 5.3 Vehicular Access & Circulation – There is a small parking lot to the rear of the building adjacent to the Merrillwood Building off of the Pierce Street alley, where 1 parking space has been designated for use by Sushi Japan. Most patrons that will arrive at Sushi Japan will park on the street or in a City parking garage to access the proposed bistro.
- 5.4 Pedestrian Access & Circulation – There is a City sidewalk running along S. Old Woodward that provides access to the front door for Sushi Japan. The applicant is proposing to maintain the required 5' of pedestrian pathway along the public sidewalk.
- 5.5 Streetscape – As stated above, there is an existing sidewalk along S. Old Woodward. The applicant is proposing to maintain a continuous 5' wide pedestrian pathway between the outdoor dining areas. The sidewalk is broom finish concrete, and the furnishing zone between the sidewalk and the curb is currently exposed aggregate concrete as required. There are no City standard benches, trash receptacles or pedestrian scale street lights existing in front of the proposed Sushi Japan storefront, nor are any proposed.

6.0 Lighting

The application submitted for Sushi Japan bistro states that there are 4 existing "wall washer" lights located on the east elevation, spaced between the existing door and windows. These existing lights do not appear to be cut off fixtures. No new lighting is proposed.

7.0 Departmental Reports

- 7.1 **Engineering Division** – The Engineering Department will provide comments for the May 26, 2021 Planning Board meeting.
 - 7.2 **Department of Public Services** – The DPS will provide comments for the May 26, 2021 Planning Board meeting.
 - 7.3 **Fire Department** – The Fire Department has no concerns regarding this proposal.
-

7.4 **Police Department** - The Police Department has no concerns regarding this proposal.

7.5 **Building Department** –The Building Department has no concerns at this time.

8.0 Design Review

The applicant has provided photos of the storefront of the portion of the two story building in which Sushi Japan is proposed. The black awnings on the Sushi Japan façade were approved as part of the exterior renovations for the Merrillwood Building as a whole several years ago. In addition, the Sushi Japan sign was approved administratively through the Historic District Commission process as the applicant plans to open the restaurant without alcohol service until a bistro SLUP may be approved.

Signage

At this time, the applicant is not proposing any new signage.

Outdoor Dining Area

Outdoor cafés must comply with the site plan criteria as required by Article 04, Section 4.42 OD-01, Outdoor Dining Standards. Outdoor cafes are permitted immediately adjacent to the principal use and are subject to site plan review and the following conditions:

1. Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
2. All outdoor activity must cease at the close of business, or as noted in Subsection 3 below, whichever is earlier.
3. When an outdoor dining area is immediately adjacent to any single-family or multiple-family residential district, all outdoor activity must cease at the close of business or 12:00 a.m., whichever is earlier.
4. All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
5. Table umbrellas shall be considered under Site Plan Review and shall not impede sight lines into a retail establishment, pedestrian flow in the outdoor dining area, or pedestrian or vehicular traffic flow outside the outdoor dining area.
6. For outdoor dining located in the public right-of-way:
 - (a) All such uses shall be subject to a license from the city, upon forms provided by the Community Development Department, contingent on compliance with all city codes, including any conditions required by the Planning Board in conjunction with Site Plan approval.
 - (b) In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 feet.
 - (c) An elevated, ADA compliant, enclosed platform may be erected on the street adjacent to an eating establishment to create an outdoor dining area

- if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
- (d) No such facility shall erect or install permanent fixtures in the public right-of-way.
 - (e) Commercial General Liability Insurance must be procured and maintained 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. This coverage shall include an endorsement naming the city, including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members, as an additional insured. This coverage must be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance, and shall include an endorsement providing for a thirty (30) day advance written notice of cancellation or non-renewal to be sent to the city's Director of Finance.

The applicant has provided a trash receptacle south of the restaurant entry door, and another within the outdoor dining area adjacent to the on street parking zone

The applicant has provided the following proposed hours of operation as noted above:

Monday - Thursday, 11:00 a.m. – 10:30 p.m.
Friday, Saturday, 11:00 a.m. – 11:00 p.m.
Sunday, 11:00 a.m. – 9:30 p.m.

The proposed outdoor dining areas are not immediately adjacent to multi-family zoned property.

The applicant has provided specification sheets for the proposed tables and chairs, and is proposing 6 regular height two top Nardi Anthracite Cube 70 Tables, and 3 bar height two top Nardi Anthracite Cube 70 tables for the outdoor dining area. The tables have a black resin top and black lacquered aluminum legs, and are 27.8" square.

The applicant is also proposing 12 regular height Nardi Anthracite Bora Bistrot Chairs, and 6 bar height Nardi Anthracite Bora Bistrot chairs. The chairs are constructed of black fiberglass resin, and are 23" in width with back rests. The regular height tables and chairs are proposed along the building, and the bar height seating is proposed for the outdoor dining area west of the sidewalk and adjacent to the curb and the on street parking spaces. A total of 18 seats of outdoor dining are proposed between the two outdoor dining areas.

There are no umbrellas proposed for the outdoor dining areas.

The outdoor dining areas are proposed in the public right-of-way, on the sidewalk extending to the curb. No on street parking spaces are proposed for outdoor dining use.

The applicant will be required to obtain an Outdoor Dining License and enter into a contract with the City if the SLUP is approved by the City Commission.

9.0 Selection Criteria for Bistro Licenses

Chapter 10, Alcoholic Liquors, section 10-82 provides a limitation on the number of Bistro Licenses that the City Commission may approve, and provides selection criteria to assist the Planning Board and City Commission in evaluating applications for Bistro Licenses. For existing restaurants in the City of Birmingham, section 10-82 states:

- (a) **Maximum Number of Bistro Licenses.** The city commission may approve a maximum number of license transfers for Bistro licenses per calendar year as follows:

New establishments. Two (2) Bistro Licenses may be approved each calendar year to applicants who do not meet the definition of existing establishments as set forth in (a)(1) above. In addition to the usual criteria used by the city commission for liquor license requests, the commission shall consider the following non-exclusive list of criteria to assist in the determination of which of the new establishment applicants, if any, should be approved:

- The applicant's demonstrated ability to finance the proposed project.
- The applicant's track record with the city including responding to city and/or citizen concerns.
- Whether the applicant has an adequate site plan to handle the bistro liquor license activities.
- Whether the applicant has adequate health and sanitary facilities.
- The establishment's location in relation to the determined interest in the establishment of bistros in the Overlay District and the Triangle District.
- The extent that the cuisine offered by applicant is represented in the city.
- Whether the applicant has outstanding obligations to the city (ie property taxes, utilities, etc.).

Sushi Japan's bistro application was one of five bistro applications pre-selected for review by the City Commission for the 2021 calendar year. Sushi Japan will be a new establishment. The selection criteria provided above must be considered to provide a recommendation to the City Commission as to whether or not to approve the operation of a bistro.

The applicant has not provided specific financial information indicating assets available for the opening of Sushi Japan. However, the applicant has submitted an overview of their restaurant experience, and has indicated that they will be using personal funds to finance the proposed bistro. Counsel for the applicant has indicated that bank statements demonstrate the financial capability to open and operate the proposed bistro.

The applicant has significant restaurant experience, but has not previously operated a restaurant or bistro in Birmingham.

The applicant has proposed an adequate site plan to demonstrate the capability of handling the bistro liquor license activities. A full service kitchen and bar are proposed, along with 54 indoor seats and

18 outdoor dining seats. The proposed outdoor dining areas do provide for safe and efficient pedestrian flow. Adequate health and sanitary facilities are proposed.

Sushi Japan is proposed to be located within the Downtown Birmingham Overlay District. The City is interested in attracting bistro operations within the Overlay District, the Triangle District and the Rail District; therefore this operation fits into the parameters outlined by the Bistro Ordinance guidelines.

Sushi Japan is proposing to specialize in Chinese inspired cuisine, including a particular emphasis on ramen noodle dishes and other Chinese and Japanese inspired dishes, including appetizers, salads, entrees and desserts. Please see the menu included that demonstrates food offerings not currently represented in the City.

10.0 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.

11.0 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.

12.0 Suggested Action

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board recommend approval of Final Site Plan and a SLUP to the City Commission to permit a Bistro License for Sushi Japan at 176 S. Old Woodward with the following conditions:

1. A signed contract with the City that must be fully executed and an Outdoor Dining License obtained upon approval of the SLUP and bistro license;
2. The Planning Board approves of the proposed 65% storefront glazing, or the applicant increase the storefront glazing to 70% or obtain a variance from the Board of Zoning Appeals;
3. The applicant paint all mechanical equipment on the rear façade of the building to match the brick of the wall;
4. The applicant provide screening panels on either side of the trash disposal area adjacent to the alley; and
5. The applicant comply with the requests of all City departments.

13.0 Sample Final Site Plan & Design Review Motion Language

The Planning Board recommends approval of the Final Site Plan and Design Review to the City Commission to permit a bistro license for Sushi Japan at 176 S. Old Woodward with the following conditions:

1. The Planning Board approves of the proposed 65% storefront glazing, or the applicant increase the storefront glazing to 70% or obtain a variance from the Board of Zoning Appeals;
2. The applicant paint all mechanical equipment on the rear façade of the building to match the brick of the wall;
3. The applicant provide screening panels on either side of the trash disposal area adjacent to the alley; and
4. The applicant comply with the requests of all City departments.

OR

Motion to recommend DENIAL of the Final Site Plan and Design Review to the City Commission for 176 S. Old Woodward, Sushi Japan for the following reasons:

1. _____
-

2. _____
3. _____
4. _____
5. _____

OR

Motion to recommend POSTPONEMENT of the Final Site Plan and Design Review for 176 S. Old Woodward, Sushi Japan.

14.0 Sample SLUP Motion Language

Motion to recommend APPROVAL of the SLUP to the City Commission to permit a bistro license for Sushi Japan at 176 S. Old Woodward with the following conditions:

1. A signed contract with the City that must be fully executed upon approval of the SLUP and bistro license;
2. The applicant comply with the requests of all City departments.

OR

Motion to recommend DENIAL of the SLUP to the City Commission for 176 S. Old Woodward, Sushi Japan for the following reasons:

1. _____
2. _____
3. _____
4. _____

OR

Motion to recommend POSTPONEMENT of the SLUP for 176 S. Old Woodward, Sushi Japan.

Sushi Japan Restaurant



SLUP / Bistro Application
176 South Old Woodward, Birmingham, Michigan

Architect's Project Number -010-2021

seal:

L|Z|G
Architects

Luckenbach|Ziegelman|Gardner
Architects

555 S. Old Woodward Ave., Suite 27L
Birmingham, Michigan 48009

email:
gardner-archi@sbcglobal.net

tele:
248.642.3990

issue date

SD SITE PLAN REVIEW APRIL 14, 2021
SLUP/BISTRO APPL

sheet title:

TITLE SHEET
SHEET SCHEDULE
ZONING
INFORMATION

project:

SUSHI JAPAN

Sushi Japan
Restaurant
Outdoor
Dining

project address:

176 South Old Woodward Ave.
Birmingham, Michigan

designed

drawn

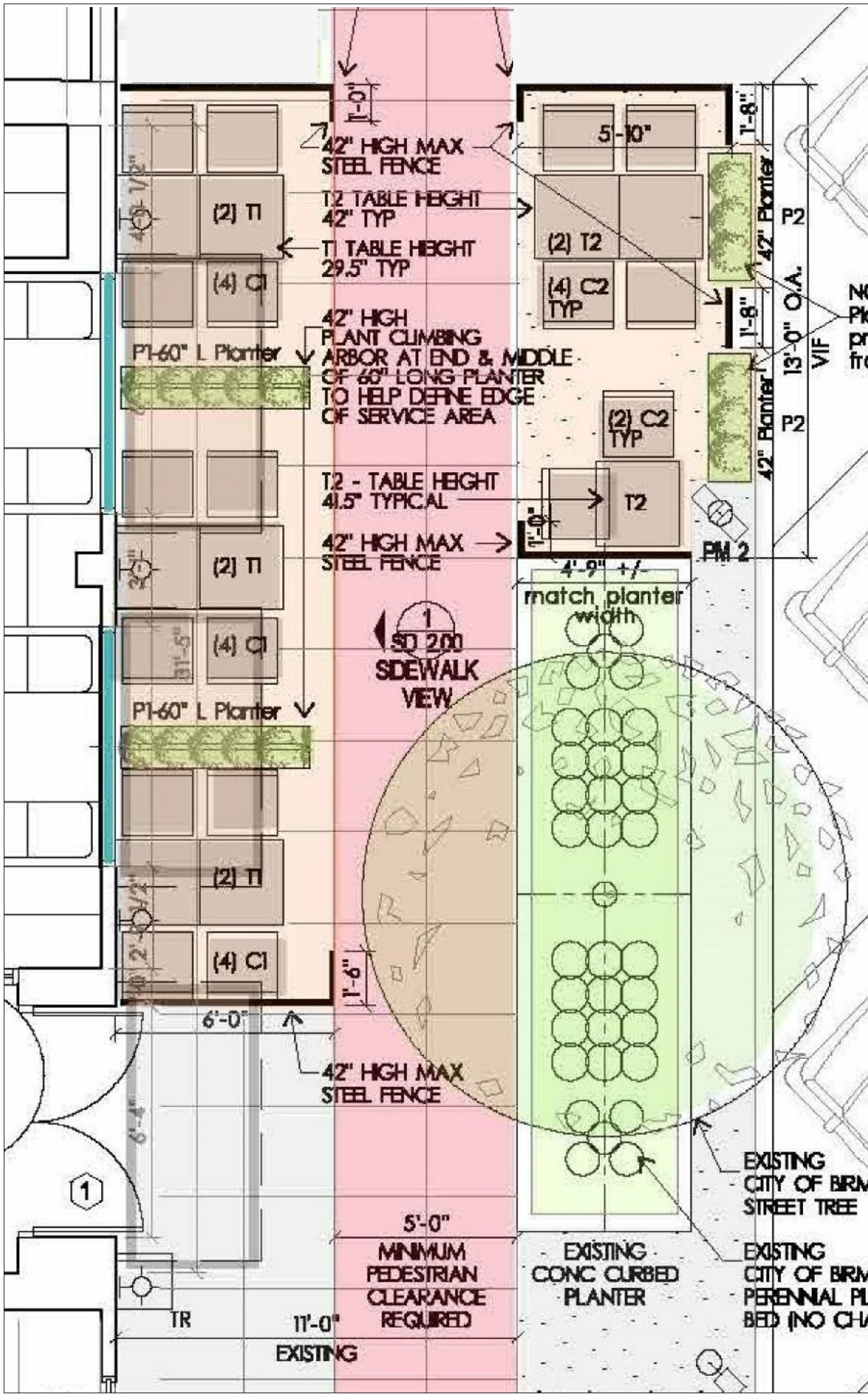
coordination checked

checked approved

project number:
010-2021

sheet number:

T-1.00



Bistro Plan Detail



Bistro Elevation From S. Oldwoodward

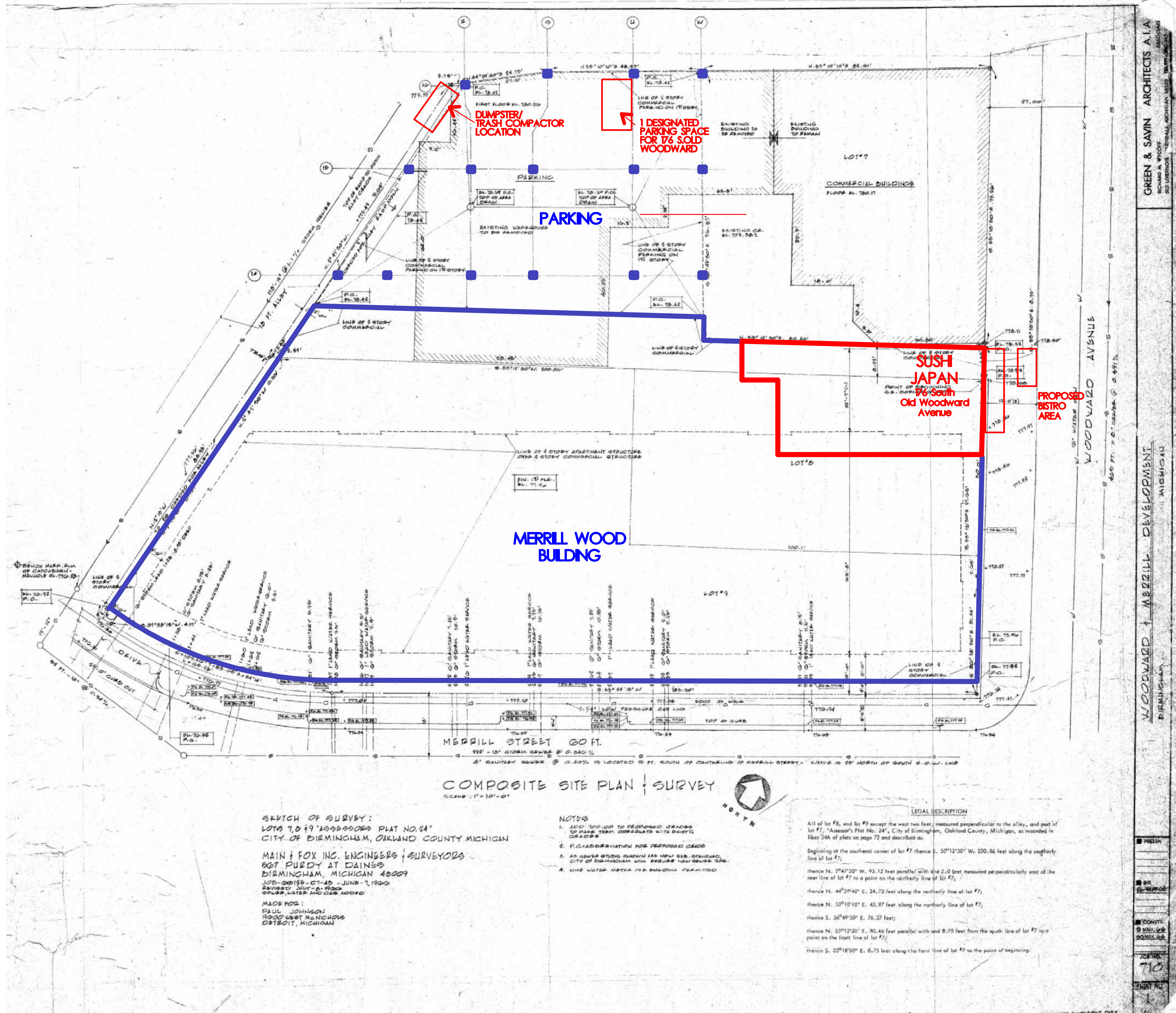
Zoning Information
Building Area / Building Criteria

Zoning = B4 Downtown Overlay District = D5 Part of Downtown Birmingham Parking Assessment District	
Building Codes: Michigan Building Code 2015 / Michigan Rehabilitation Code 2015	
Use Group: B2 - Business	
Number of Stories Existing Restaurant Space 1	
Existing Level 1 Restaurant Net Area 2000 sf net interior area	
Proposed Bistro Area 1 = 150 sf	
Proposed Bistro Area 2 = 70 sf	
Legal Description: See Site Plan - Sheet SD 0.00	

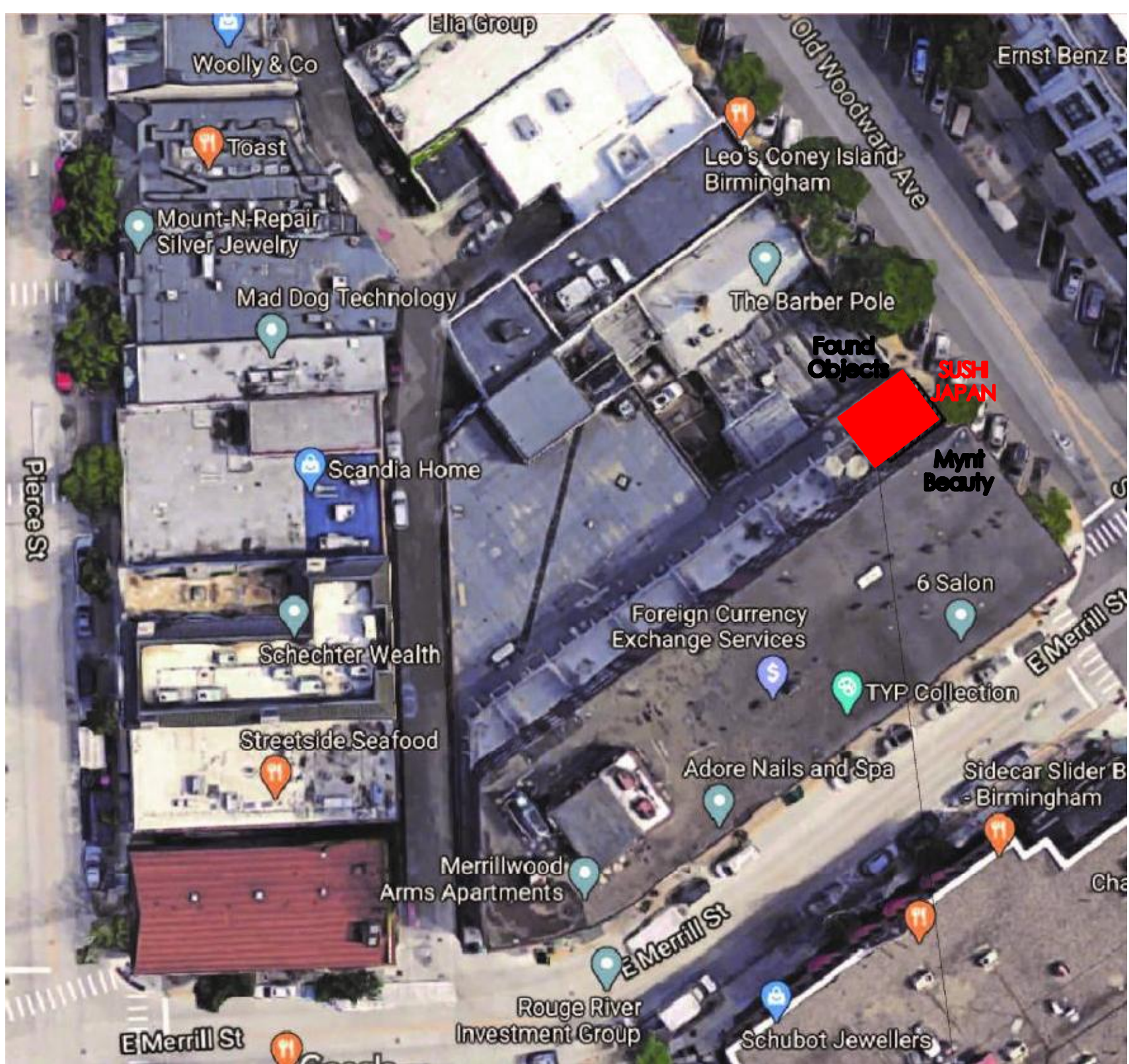
PLANNING BOARD
SLUP/BISTRO REVIEW

Sheet Schedule

●	T 1.00	TITLE SHEET & ARCHITECTURAL SITE PLAN
●	SD 0.00	SURVEY / SITE INFORMATION
●	SD 1.00	RESTAURANT FLOOR PLAN / OUTDOOR BISTRO PLAN
●	SD 2.00	EXTERIOR ELEVATIONS
●	SD 3.00	FURNITURE, FIXTURES, VEGETATION SHEET



1 SURVEY / SITE PLAN
SD 0.00 SCALE: 1/16"=1'-0"



2 ADJACENT PROPERTIES
SD 0.00 NTS



3 LOCATION MAP
SD 0.00 NTS

seal:

L|Z|G Architects

Luckenbach|Ziegelman|Gardner Architects

555 S. Old Woodward Ave, Suite 27L
Birmingham, Michigan 48009

email:
gardner-arch@sbglobal.net

tele:
248.642.3990

issue date

SD SITE PLAN REVIEW APRIL 14, 2021
SLUP/BISTRO APPL

sheet title:

LOCATION MAP SURVEY SITE INFORMATION

project:

SUSHI JAPAN

Sushi Japan Restaurant Outdoor Dining

project address:

176 South Old Woodward Ave.
Birmingham, Michigan

designed

drawn

coordination checked

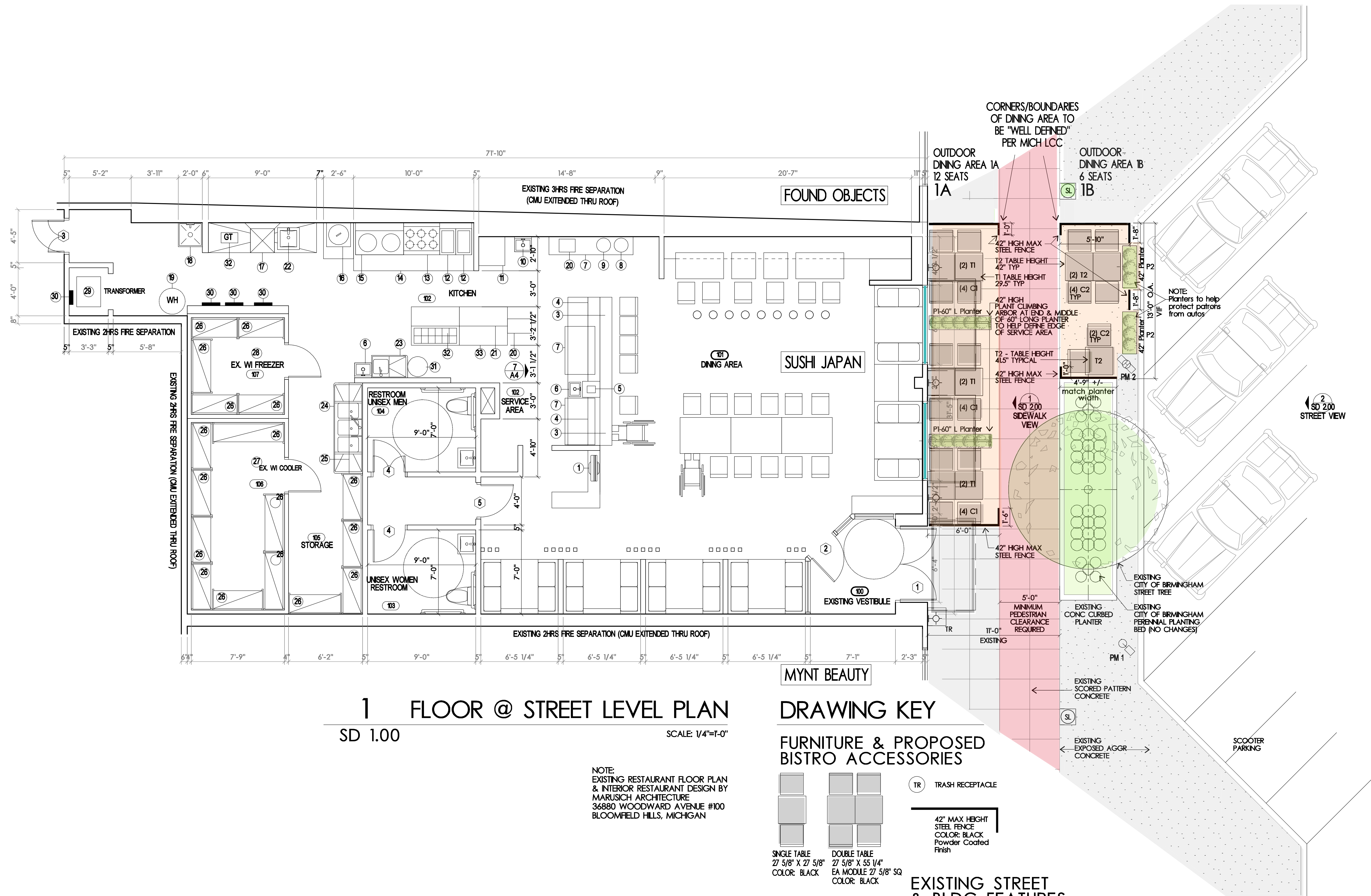
checked approved

project number:

010-2021

sheet number:

SD 0.00



L|Z|G
Architects

Luckenbach|Ziegelman|Gardner
A r c h i t e c t s

555 S. Old Woodward Ave. Suite 27L
Birmingham, Michigan 48009

email:
gardner-arch1@sbcglobal.net

tele:
248.642.3990

[illegible]

sheet title:

EXISTING
FLOOR PLAN +
PROPOSED
OUTDOOR
DINING PLAN

project:

SUSHI JAPAN

Sushi Japan
Restaurant
Outdoor
Dining

project address:

176 South Old Woodward Ave.
Birmingham, Michigan

designed	
drawn	JG
coordination checked	
checked	approved

project number: 010-2021

sheet number:

SD 1.00

seal:

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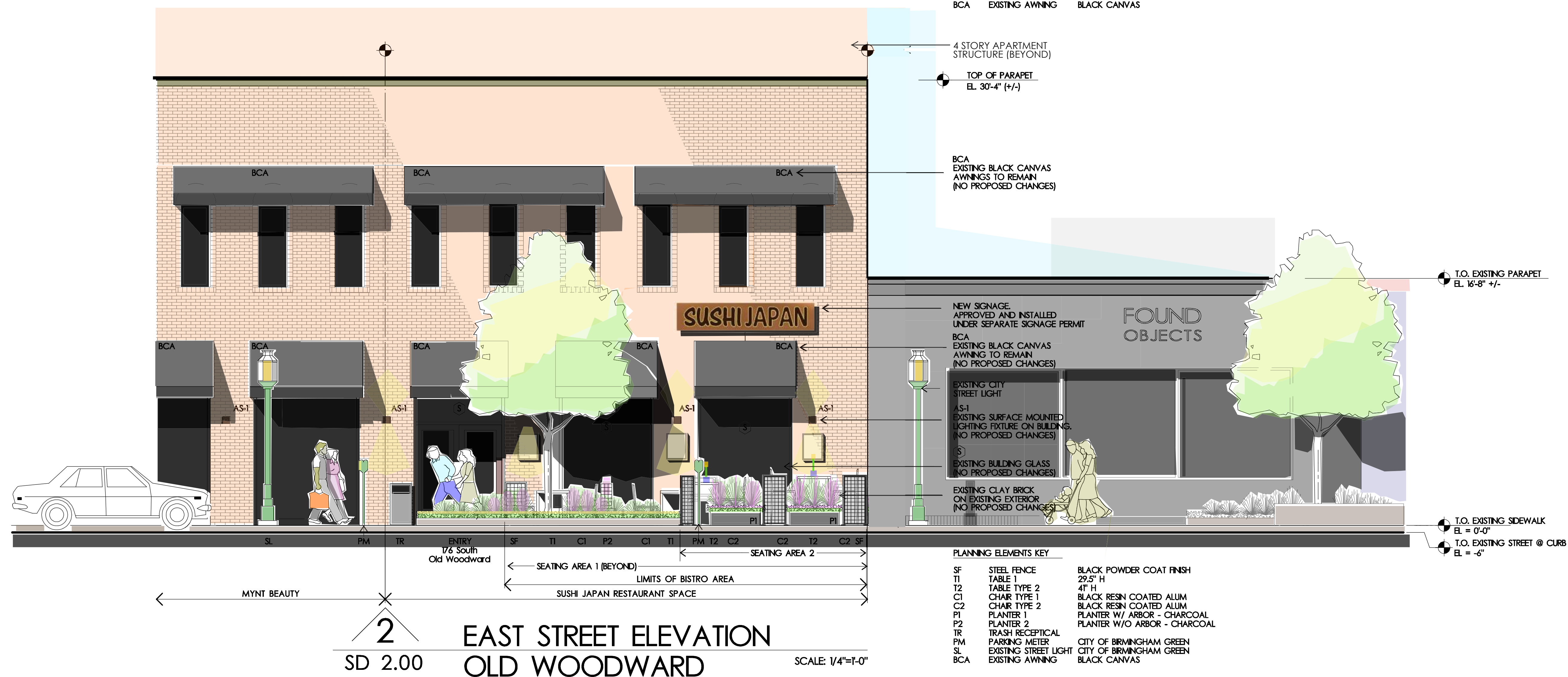
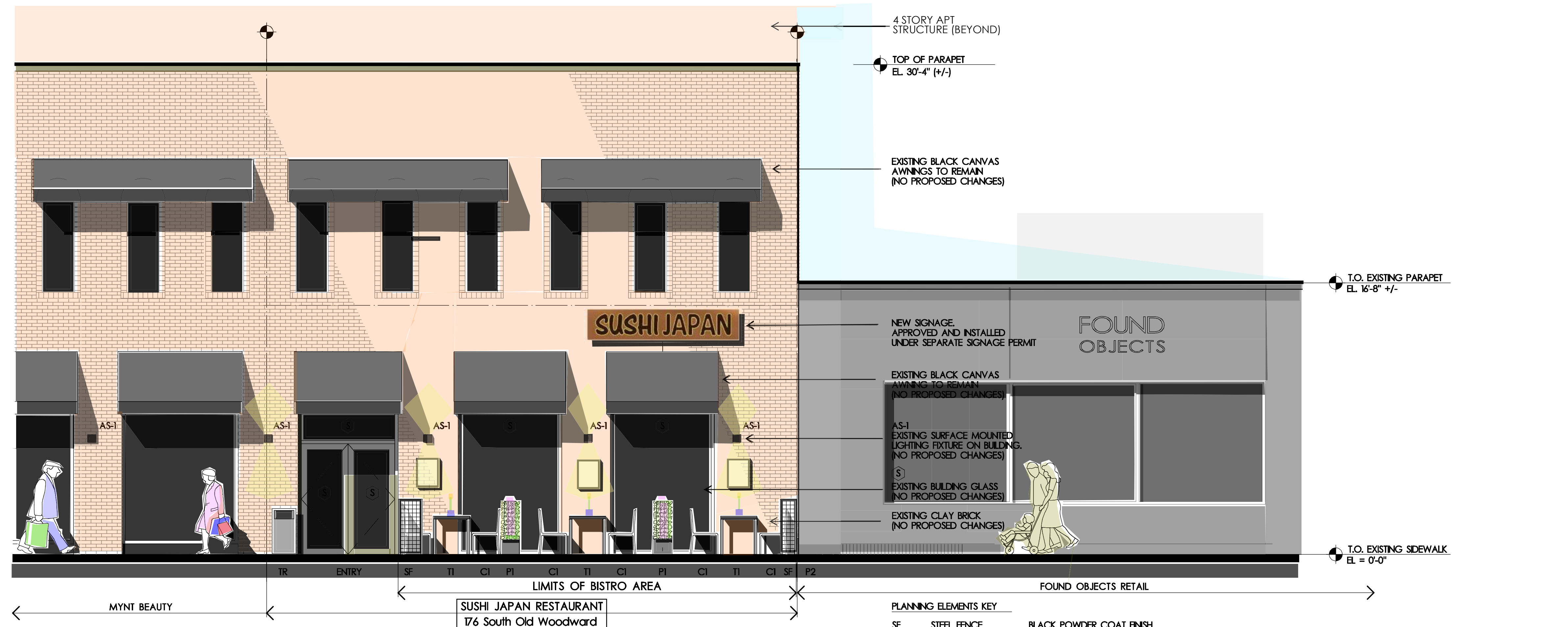
coordination checked
checked approved

project number:

010-2021

sheet number:

SD 2.00



BISTRO FURNITURE

SKU: 4785202000
Nardi 4785202000 Anthracite Cube 70 Table



T1 Table type 1
T2 Table type 2

Description

Cube is a solid, minimalist professional table made out of resin with a DurelTop square surface. It is an innovative new system in the production of tabletops developed to reach the highest levels of practicality, resistance, and elegance. It also features an aluminum structure that confers solidity and sturdiness. Square-base legs in lacquered aluminum.

Features:


- Stackable table 70x70 cm.
- DurelTOP in polypropylene with UV additives and uniformly colored.
- Legs in coated aluminum.
- Matte finish.
- Adjustable height feet.
- Recyclable resin.

Specifications

Width:	27.6 in.
Height:	29.5 in.
Depth:	27.6 in.
Color:	Black
Stackable:	Yes

Table height = 29.5"
Counter Height = 41.5"

SKU: 4024302000
Nardi 4024302000 Anthracite Bora Bistrot Chair



Description

Lightweight and cool, Bora is a chair without armrests in fiberglass resin, with a continuous tubular structure and rounded profile. The seat and back form a single piece, with shapes that complement the soft fabric padding.

Features:

- Monobloc chair without armrest.
- Uniformly colored fiberglass polypropylene resins with UV additives.
- Matte Finish
- With non-slip feet.
- Recyclable Resin

Specifications

Width:	23 in.
Height:	33.9 in.
Depth:	21.7 in.
Color:	Black
With Arms:	No
With Back:	Yes
Stackable:	Yes
Shipping Weight:	12.50 pounds

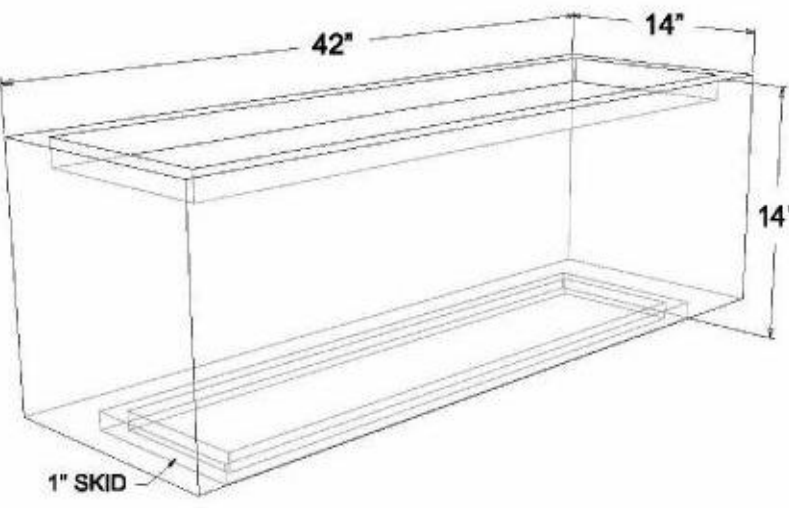
C1 / C2




Planter Box

Low Rectangular Planter - Medium

42"L X 14"W X 14"H
Weight - Steel : 63 lbs. Aluminum : 27 lbs.
Capacity : 4.25 cubic feet



42" 14" 14" 1" SKID



YARDART
uniquegardendecor.com
(866) 382-8600



English Ivy
Climbing Vine
Perennial

Mandevilla
Climbing Vine
Annual

Verbenum
ZZZ Plant

Sun Impatiens

Million Bell Petunas

seal:

L|Z|G
Architects

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A r c h i t e c t s

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FFE:
FURNITURE,
FIXTURES,
PLANTS &
PLANTERS

project:

SUSHI JAPAN

Sushi Japan
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project address:

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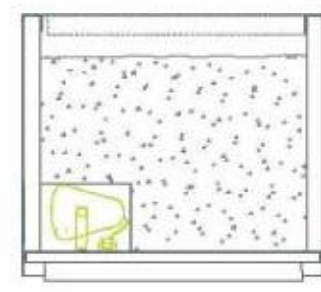
010-2021

sheet number:

SD 3.00


DESIGN OPTIONS

SPEAKERS



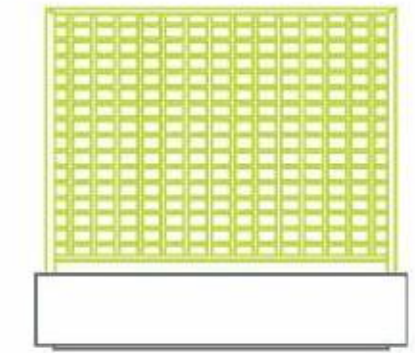
Indoor/Outdoor Integrated Speakers, weather resistant construction for year round indoor/outdoor use, compact 2 way loudspeaker systems for exceptional performance. Visit our website for more detailed information.

FACE LED LIGHTING



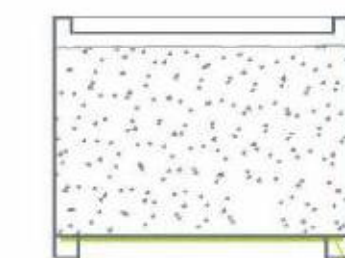
LED face lighting is available on any flat surface container. 12 volt DC operation or hard wired into an already existing 12 volt system. Transformer sold separately. Visit our website for more information.

WOOD LATTICE



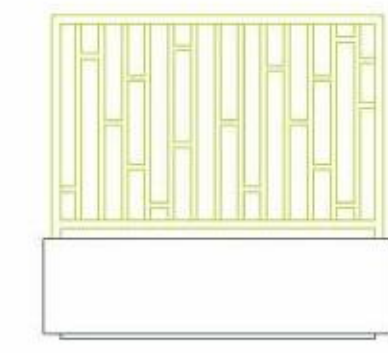
Pre-assembled FSC certified ipse lattice using an overlapping dado joint with a brass pin detail intersection. Mechanically fastens to internal brackets located within the container.

TOE-KICK LED LIGHTING



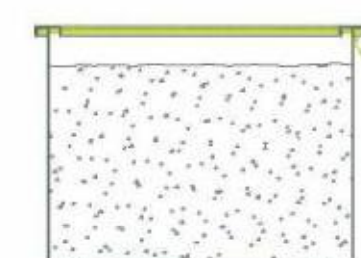
Toe kick lighting is available on most containers. 12 volt DC operation or hard wired into an already existing 12 volt system. Transformer sold with first 12" on LED toe kick lighting if requested. Visit our website for more information.

ALUMINUM LATTICE



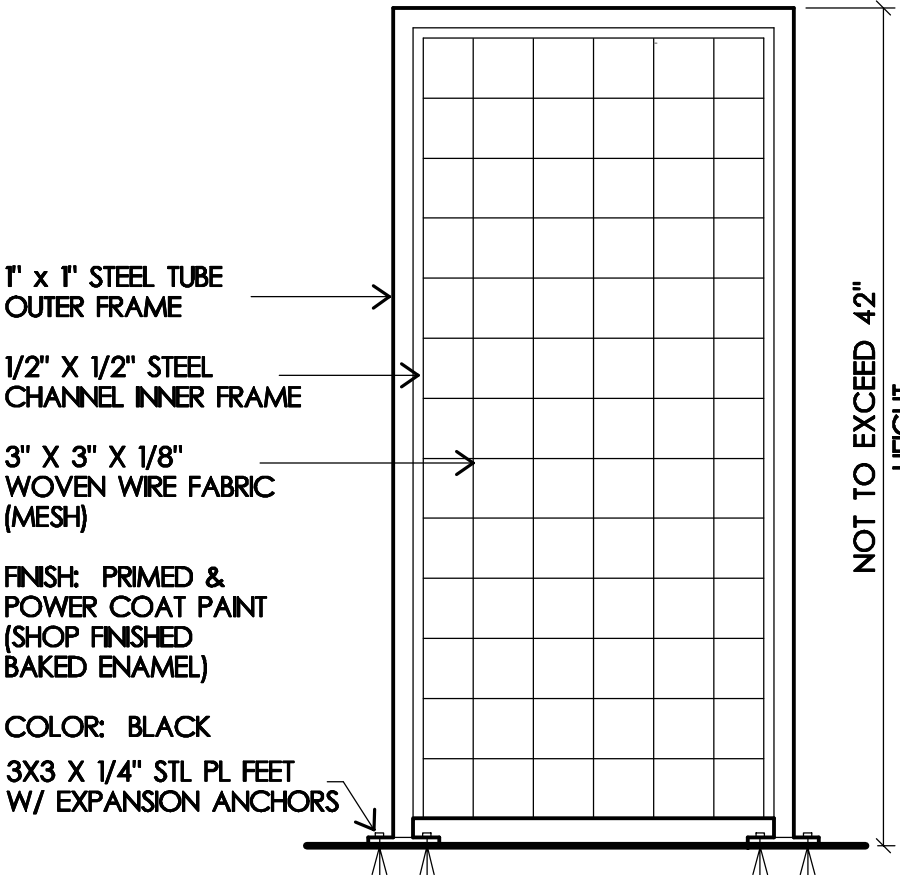
Pre-assembled aluminum lattice which mechanically fastens to internal brackets located within the container. Can be powder coated to match the container or powder coated a different color for contrast.

LIP LED LIGHTING



Lip LED lighting is available on most containers. 12 volt DC operation or hard wired into an already existing 12 volt system. Transformer sold with first 12" on LED Lip lighting if requested. Visit our website for more information.

Planter Box
with Arbor



1" x 1" STEEL TUBE
OUTER FRAME

1/2" X 1/2" STEEL
CHANNEL INNER FRAME

3" X 3" X 1/8"
WOVEN WIRE FABRIC
(MESH)

FINISH: PRIMED &
POWER COAT PAINT
(SHOP FINISHED
BAKED ENAMEL)

COLOR: BLACK

3X3 X 1/4" STL PL FEET
W/ EXPANSION ANCHORS

HEIGHT
NOT TO EXCEED 42"

Fence
Detail

PLANNING ELEMENTS KEY

SF	STEEL FENCE	BLACK POWDER COAT FINISH
T1	TABLE 1	29.5" H
T2	TABLE TYPE 2	41" H
C1	CHAIR TYPE 1	BLACK RESIN COATED ALUM
C2	CHAIR TYPE 2	BLACK RESIN COATED ALUM
P1	PLANTER 1	PLANTER W/ ARBOR - CHARCOAL
P2	PLANTER 2	PLANTER W/O ARBOR - CHARCOAL
TR	TRASH RECEPTAC	
PM	PARKING METER	CITY OF BIRMINGHAM GREEN
SL	EXISTING STREET LIGHT	CITY OF BIRMINGHAM GREEN
BCA	EXISTING AWNING	BLACK CANVAS

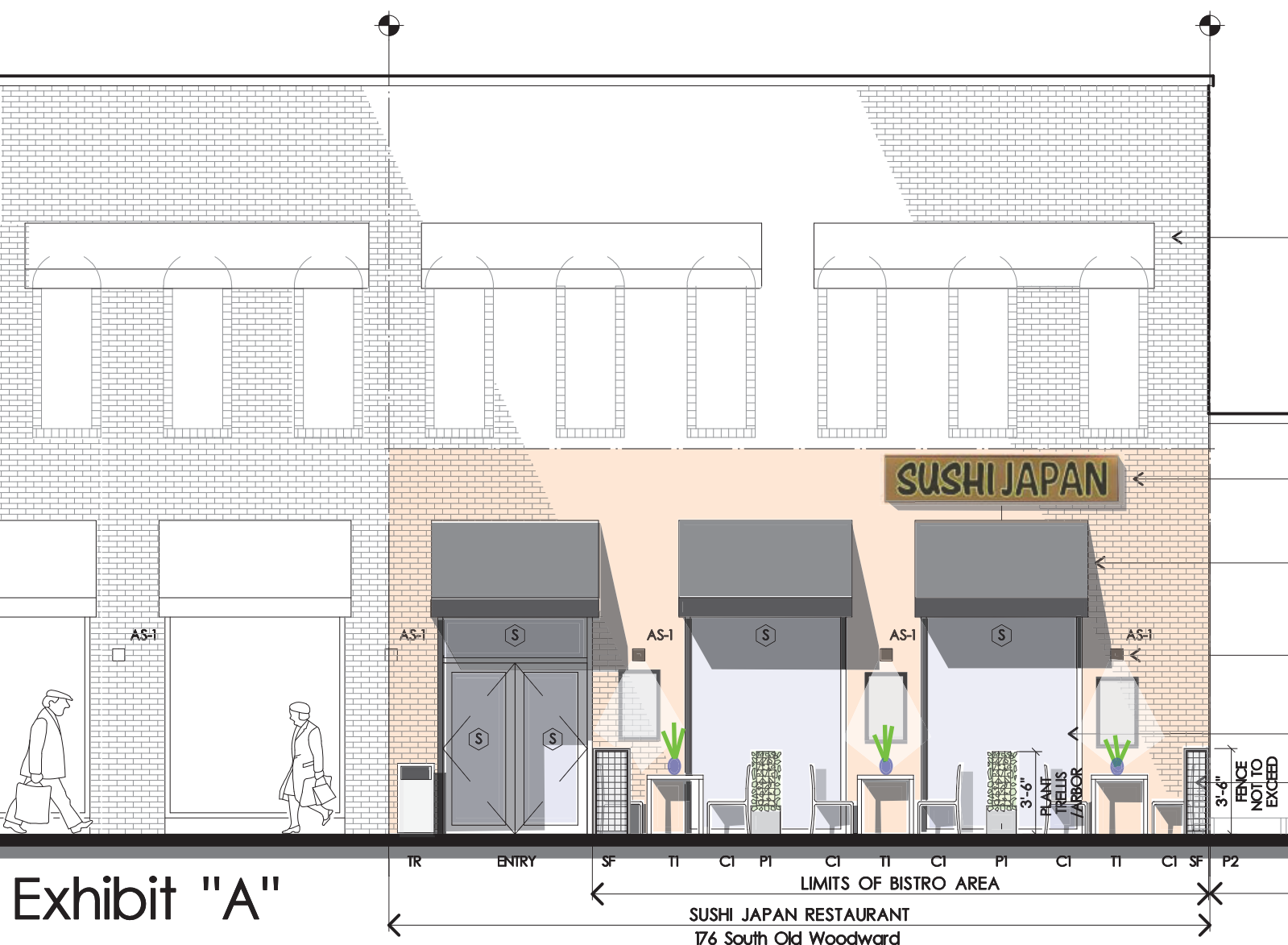


Exhibit "A"

SUSHI JAPAN

L|Z|G
Architects

1
SD 2.00

EAST FACADE ELEVATION
SIDEWALK

SCALE: 1/4"=1'-0"

Planter Box Trellis Height

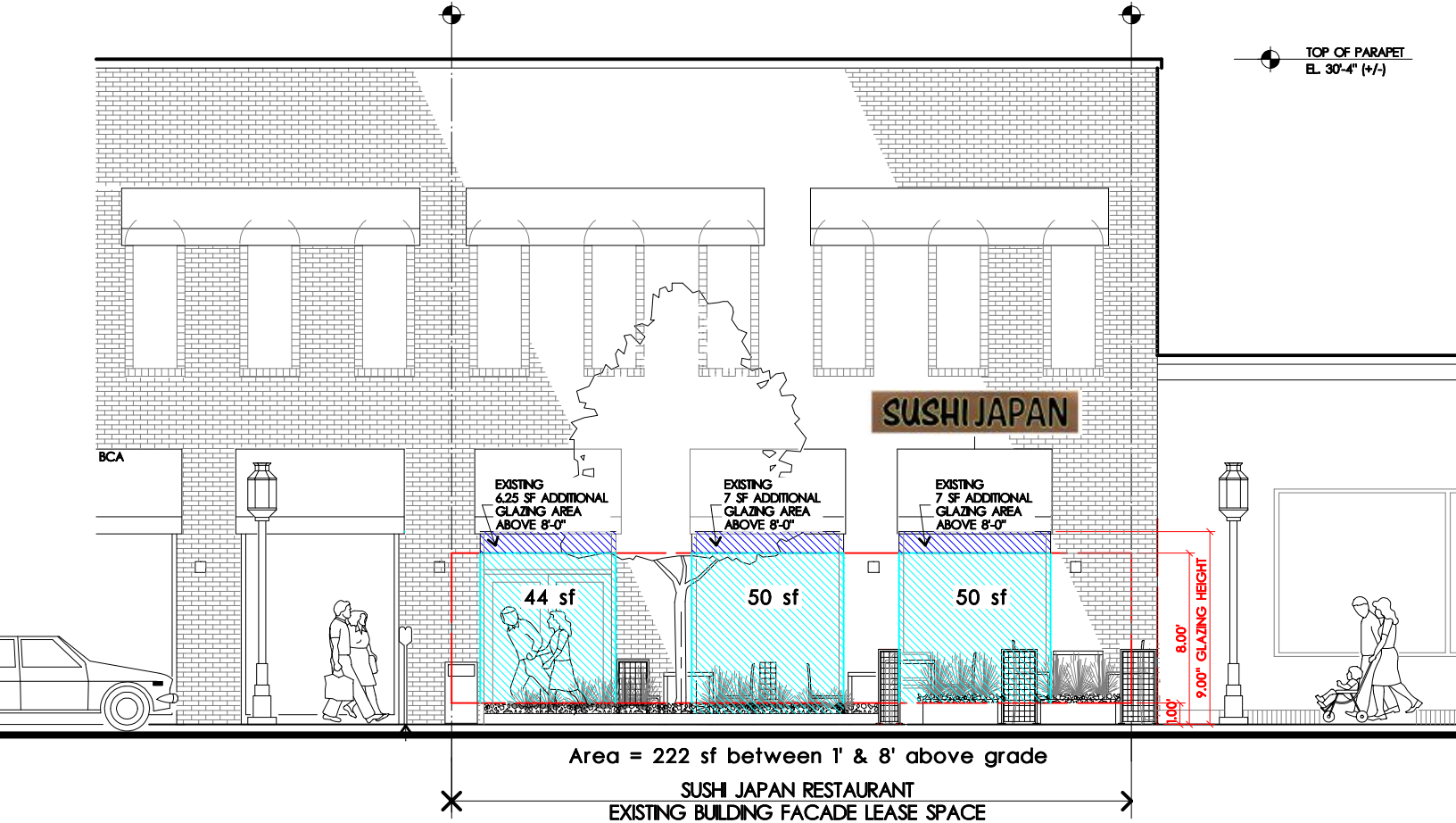


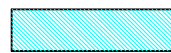
Exhibit "B"

SUSHI JAPAN

L|Z|G
Architects

2
SD 2.00

EAST STREET ELEVATION
OLD WOODWARD

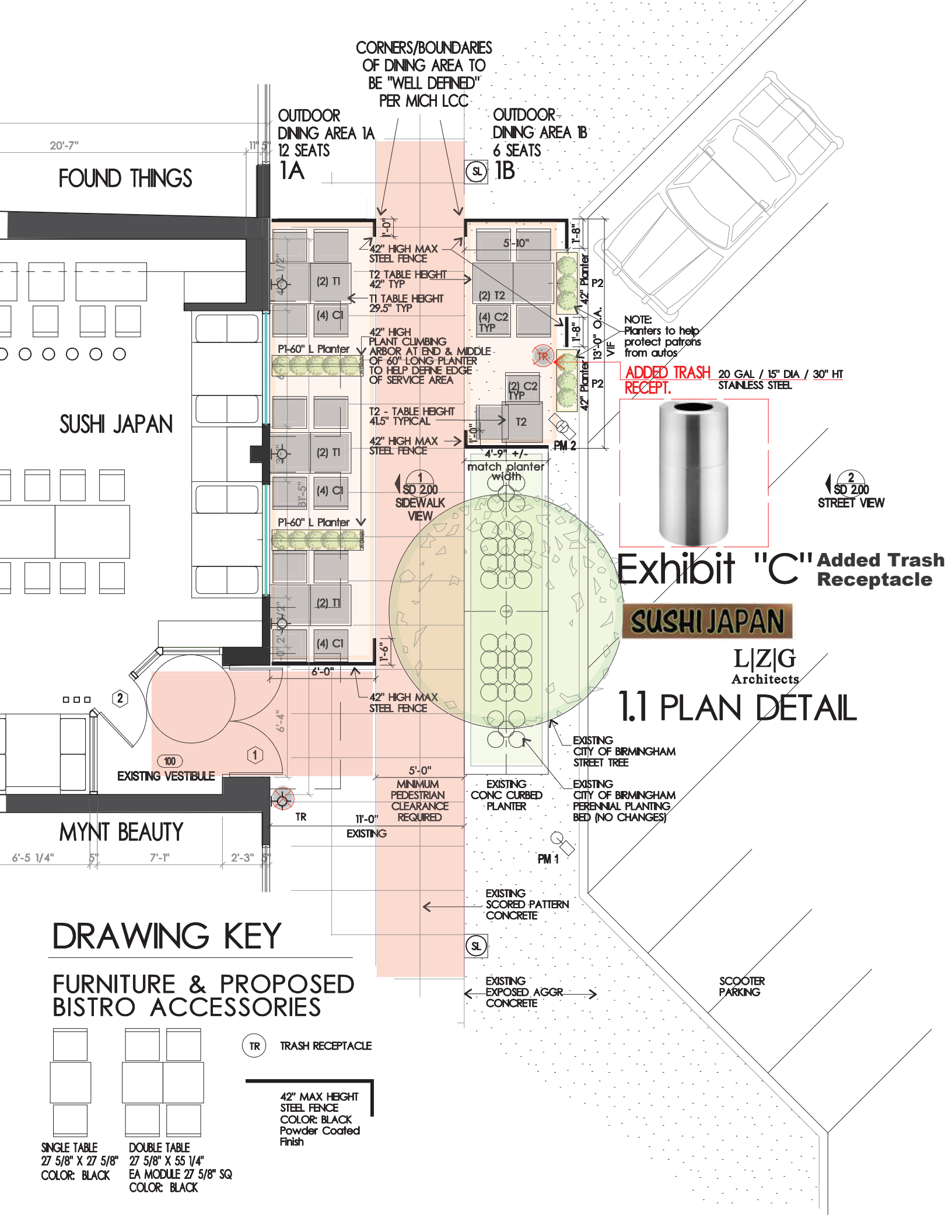


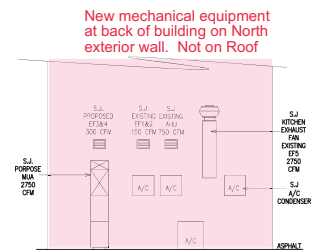
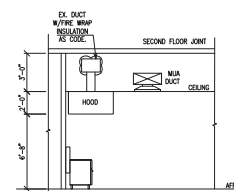
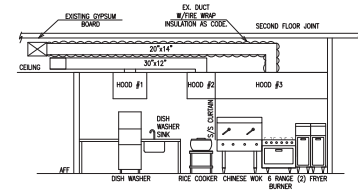
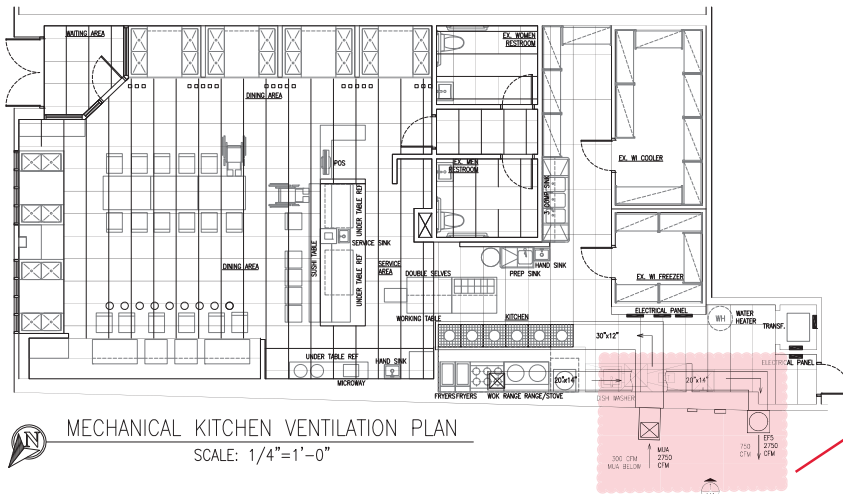
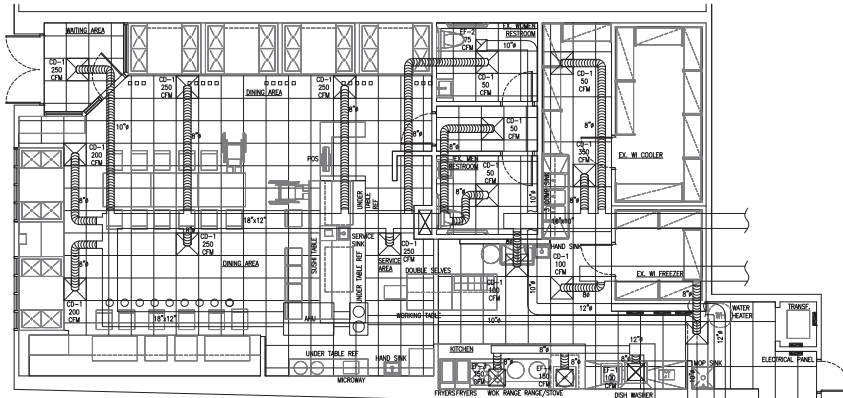
→ EXISTING GLAZING AREA
BETWEEN 1'-0" & 8'-0" ABOVE GRADE

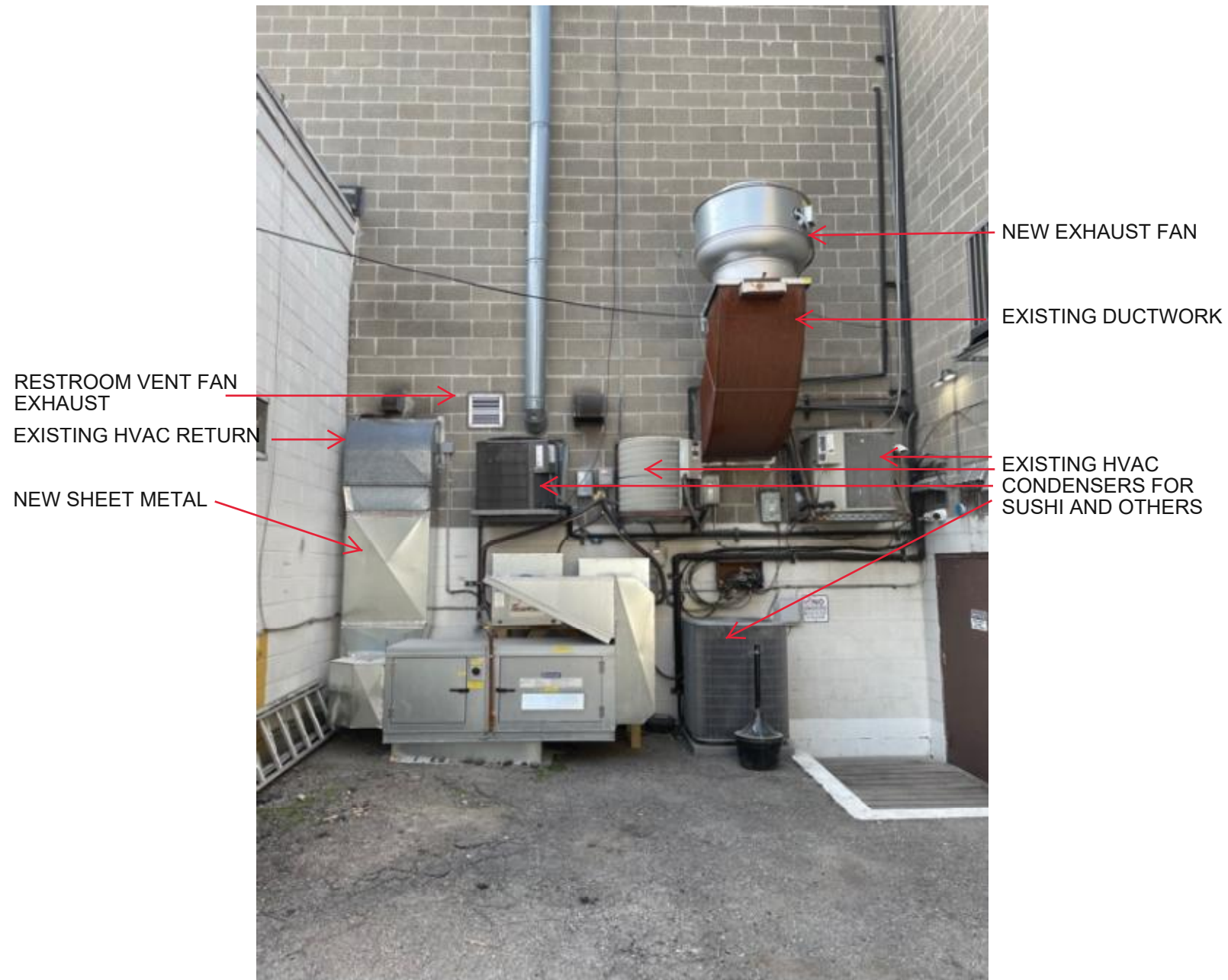
GLAZING
% CALC

→ GLAZING AREA BETWEEN 1' & 8' ABOVE GRADE:
LEASE SPACE AREA BETWEEN 1' & 8' ABOVE GRADE:
% GLAZING AREA BETWEEN 1' & 8' ABOVE GRADE:

44' + 50' + 50' = 144 SF
222 SF
144 SF / 222 SF (100) = 65%







MECHANICAL EQUIPMENT
EXTERIOR WALL
NORTH SIDE OF SUSHI KITCHEN
LOCATED IN PARKING AREA
OFF FROM MERRILLWOOD ALLEY

Exhibit D.1



MERRILLWOOD BUILDING
EXISTING DUMPSTERS &
TRASH COMPACTOR
LOCATED ALONG ALLEY
@ NW SIDE OF BUILDING

Exhibit E

SUSHI JAPAN

Japanese, Asian, Chinese Food and Fusion Noodles
Lunch 11am~3pm Tel.248-000-0000

Available Hours(Open for Dine-In)
Mon~Thur. 11am~10:30pm
Fri ~Sat. 11am~11pm
Sun. 11am~9:30pm

Omakase Lunch Takeout
Gift certificates available
176 S. Old woodward Ave.
Birmingham, MI 48009

Small Plates

- Edamame 4.5 gf Spring rolls (vegetable) 5.5
- Dumpling (beef & veggie) 5.5, steamed or fried
- Agedashi tofu 5.5, lightly battered, ginger scallion dressing
- Steamed tofu 5.5
- Steamed Sumai (shrimp) 5.5
- *Prime ribeye slider 20, tataki beef, chef special sauce
- *Sushi Salad 10 gf, ahi tuna and crab salad
- *Mendaiko Ahi Tuna 10 gf, grill seared tuna, truffle mendaiko
- *Yellowtail salsa 10, chujang, scallion salsa, jalapeno, potato
- *Seared Pepper Salmon 10, scallion citrus salsa, torched
- *Tuna Poke w/special premium rice 12, dashi soy egg yolk
- Unagi Whole Tempura 13, green salsa, power crumbs
- Rock Crust Shrimp 13, aioli pepper Korean sauce
- Japanese Bacon 10, steamed, onion salsa, side dashi egg yolk
- Lettuce Wraps 12, sautéed chicken, veggie, nuts, side hoisin
- Karaage 12, chinese style chicken wings, pickled daikon,
- Avocado Silken Tofu 8 gf, soft tofu, dashi broth, layout
- Eggplant Agebitashi 10
- Garlic Asparagus Broccoli Spinach 10, garlic olive
- *Steak Bite (Beef) 13, mixed veggie, side oriental ssamjang

Ramen 12, Japanese style white soybean base housemade broth, asian veggies, scallion, wood ear mushroom, tomato, bok choy, nori, protein (charshu, 3 pcs), steamed ajitama, straight or curved noodles. Ramen history is a bit over 100 years old in Japan, dating back to the first credited shop in 1910.

Shoyu ramen, special blend soy based tare

Miso ramen, robust golden miso tare.

Tonkotsu ramen, our signature silky broth

Neginanban (white Hot) 13, scallion, tossed jalapeno

Kara (spicy) Red ramen 13, a hint of spiciness

Tofu ramen 14, organic tofu

Silken Tofu ramen 14, soft silken organic tofu

Tempura ramen 16, panko jumbo shrimp, veggie tempura

Spicy Shrimp ramen 16, mild spicy

Curry ramen 13 Japanese original best slow cooked curry

Unagi ramen 16, whole unagi light batter tempura

Seafood ramen 16, mild spicy, hokesei oil, asian veggies, mussels, shrimp, scallop, pacific ocean perch

Soup, Salad

- Miso soup 3.5 gf, tofu, scallion, wakame
- Wonton soup 5.5, chicken broth, pork, spinach, sesame oil
- Hot and Sour soup 5.5, spicy sour broth, tofu, egg, mushroom
- Spicy Tofu soup 5.5 gf, tofu, mild spicy, veggies
- Ginger salad 5, iceberg lettuce, spinach, pear dressing

Entrees (Chinese)

- Kung Pao Chicken 15, nuts, sichuan, chili peppers, veggies
- Sweet and Sour Chicken 15, sweet sour honey sauce
- Beef Broccoli 15, succulent beef, tossed phenomenally sauce
- Eggplant Mapo Tofu 15, organic tofu, vegetable, tobandjan, aioli, beef protein, scallion
- Crispy Pepper Shrimp 18, lightly battered jumbo shrimp, veggies, eastern spices
- General Tso's Chicken 15, tomato sauce, sour sweet chili sauce, aioli, light ginger, light hot glaze
- Crispy Boneless Chicken 15, bite size crispy, honey sauce
- Orange Chicken 15, wok-fried, sautéed orange citrus sauce
- Lemongrass Ginger Chicken 15, char-grilled marinated ginger lemongrass, asian vegetables
- Mongolian Beef 17, sautéed hand cut steak, scallions, ginger, lightly breaded, vegetables
- Sauteed Beef Fillet Black Pepper 19, use steak beef rib eye, aioli pepper, rice wine
- Chicken Wings 14, fried, XO, oyster and soy sauce
- Lamb Crispy 20, boneless, Japanese encrusted in bread crumbs, curry kotsu glaze, our special marinated rice, cabbage
- Char Siu Plate 15, steamed seared pork, our special rice
- Teriyaki Grilled, slower cook char-grilled, housemade glaze
 - Chicken 15 -*Fillet mignon 28
 - *Cubed Beef 19 -Salmon 19
 - Tofu 15, organic
 - Pork Steak 15, Chinese style marinated handcut pork toro
- Tomato Bulgogi 18.5, thinly sliced beef, sizzling plate
- Noodle bulgogi 21.95, Chinese style noodles
- Curry Kotsu (cutlet) 14.95, Japanese original best slow cooked curry, housemade pickles, cabbage
 - Choice: Chicken / Tonkotsu (pork toro) Fish (pacific rockfish) 15

Chinese Wok Noodles (no broth)

- Dan Dan noodle 12, veggies, pork, carrot, bean sprouts
- Chinese Style Pasta 12, onion, carrot, asian vegetables
 - Choice: Chicken / Beef / Shrimp
- Clear noodle 12.95 gf, gluten-free potato noodles, wood ear mushroom, vegetables
 - Choice: Veggie gf / Tofu gf / Chicken gf / Beef 14.95
- Supreme Chow Mein noodle 12, savory soy, veggies
- Korudo Beef noodles 12, Japanese sauteed noodles, mixed veggies, grilled shabu protein, layout, steamed ajitama
- Hibachi Wok 11, stir fried udon noodles, mixed veggies
 - Choice: Veggie Broccoli / Chicken / Tofu Beef 14.5 / Shrimp 14.5 / Spicy Pork 12

*Consuming raw or undercooked meats, poultry, seafood, shellfish and eggs may increase your risk of foodborne illness. These menu items may be served raw or undercooked. Before placing your order. Please let us know about any food sensitivities and allergies. separate checks please. Sizzling hot stone bowl and pots are very hot. Please do not touch and keep away from kids. Prices and menu are subject to change without notice.

SAKE

Hot Sake
White Sake Punch
Kikusui, Niigata, Honjozo, very dry SMV +8
Hakkisan, Niigata, Tokubetsu Junmai, dry SMV +5
Dassai 50, Yamaguchi, Junmai Daiginjo, dry SMV +5

WHITES

Sauvignon Blanc, Pierre Martin, Les Monts Damnes,
Riesling Dry, Silver Thread, 2015
Chenin Blanc, Backsberg, 2017
Chardonnay, Roth, 2014
Olivier Leflaive, Bourgogne Blanc, Les Setilles, 2015
Boyer-Martenot, Les Narvaux, Meusault 2015

REDS

Pinot Noir, Pere & Fils, Chanson Bourgogne, 2014
Cabernet Sauvignon, Avalon, 2015
Pinot Noir, Sharecropper's, 2015
Saint-Joseph, Laurent Betton, 2015
Tempranillo, Reserva, Imperial, CVNE, 2012

COCKTAILS

China Punch, rum, fruit juice, Chinese liqueur
Mai Tai, Favorite Tahitian mixture of rum, lemon
Sake Flights
Tokyo Drift, skyy vodka, yuzu, shiso
Soju Sangria, sparkling shiraz, fruit-infused soju, aranciate
Singapore Sling, sole gin, dry gin, lime
Spicy Guava Margarita
Shiso Julep, old overholt rye whiskey, shiso, lemon

b Fried Rice (Best) 12,
mixed wok veggies, onion, agitama, secret our fried sauce
-Choice: Veggie Broccoli / Chicken / Tofu
Beef Shabu 15 / Shrimp 15
Spicy Pork 14

Broth Noodles

Udon (うどん) 11, thick white wheat noodle in dashi broth
-Choice: Plain 8 / Chicken / Tofu / Veggie Broccoli
Shrimp Tempura Udon / Beef 14.5
Fish (pacific rock fish) Udon 12
Spicy Shrimp 14.5
Spicy Seafood Udon 14.5, mussels, shrimp, scallop

Miso Bak choy udon 11, miso broth, udon noodles
Silken Tofu Miso Somyeon noodle 12, white
miso broth, soft silken tofu, somyeon noodles, scallion
Chicken Somyeon noodle 12, chicken broth,
somyeon noodles, mixed veggie, lightly sesame oil



SOJU

Daejangbu, 21% ABV, premium rice soju
'50' soju, 17% ABV, house blend infused, w/ginseng
Kuro Yokaichi Shochu, 25% ABV, japanese sweet potato soju

NON-ALCOHOLIC

Strawberry Mint Spritzer, strawberry, mint, lemon
Shiso Lemonade, shiso, yuzu
Virgin Pina Colada

BEER

Tsing Tao, Kloud Japanese Lager
Lagunitas IPA, Hitachino White Ale
Duvel Belgian Golden Ale, Sapporo, Draft, BTL

BRUNCH COCKTAILS

Blood Orange Minosa, prosecco, blood orange, grapefruit liqueur
Blood Mary, skyy vodka, tomato juice, horseradish
Spicy Guava Margarita, corazon tequila, guava, chipotle, lime

Sushi

Raw, *Tuna 2.95 gf / *Escolar White Tuna 2.95 gf
*Salmon 2.95 gf / *Albacore Tuna 3 gf /
*Squid 2.75 gf / *Yellowtail 3 gf / *Scallop 3.25 gf
*Mackeral 2.75 gf / *Uni Egg (sea urchin) 8 gf
*Mendaiko Uni 9 gf / *Smelt Fish Egg 2.5 gf
*Flying Fish Egg (tobiko) 3 gf
*Salmon Egg (ikura, soy marinated) 3.5
Cooked, Crab Stick 2.5 / Cooked Shrimp 2.75 gf
Egg omelette cake 2.5 / Octopus 2.75 gf
Ponzu Inari 2.5 / Smoked Salmon 2.75 gf

Signature rolls

Eggplant Arti Tuna roll (Soypaper) 13.5, artichoke
seared cooked ahi tuna, asparagus, marinated eggplant
Soy roll (Soypaper) 13, crab, avocado, cucumber, steamed
carrot, golden beets, spinach
Qome Back (Cucumber wrap) 14.5 gf, salmon, tuna,
kani, avocado, cucumber, scallion
Rock Shrimp (Soypaper) 13.5, avocado, kani salad,
shrimp tempura, spicy amarillo mayo
*Salmon Lemon roll 13.5, crab salad, cream cheese, avocado,
salmon, lemon, mendaiko, sauce
*Berry Good roll 13.5, shrimp tempura, spicy tuna, avocado,
King Crab (Soypaper) 18 gf, real king crab, asparagus, cuke,
avocado, spinach, sauce
Veggie Wrap roll (Cucumber Wrap) 8 gf, kani, avocado,
cucumber, steamed carrot
Tomato roll (Ricepapper) 12 gf, cucumber, avocado, mango,
asparagus, spinach, tomato, raisin. straw glaze
Rice Power 12 gf, steamed carrot, asparagus, cuke, avo, beets, spinach,
cilantro, tofu, vegan straw sauce

*Consuming raw or undercooked meats, poultry, seafood, shellfish and eggs may increase your risk of foodborne illness. These menu items may be served raw or undercooked. Before placing your order. Please let us know about any food sensitivities and allergies. separate checks please. Sizzling hot stone bowl and pots are very hot. Please do not touch and keep away from kids. Prices and menu are subject to change without notice.

























LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
JESSICA A. HALLMARK
GREGORY K. NEED
G. HANS RENTROP

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:
PHILLIP G. ADKISON
KEVIN M. CHUDLER
KATHERINE A. TOMASIK

April 22, 2021

Via Electronic Mail

Jana Ecker, Planning Director
City of Birmingham
151 Martin St.
Birmingham, MI 48009

**Re: Sushi Japan
Supplemental Documentation
SLUP and Final Site Plan**

Dear Ms. Ecker:

Attached are the revised SLUP application form and the completed plans for your review and consideration at the Planning Board Meeting on May 26, 2021.

Please let me know if you have any questions or require anything further.

Thank you for your assistance.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC

Kelly A. Allen

KAA/kjf
Enclosures

Cc: Charlie Yu
John Gardner



Special Land Use Permit Application - Bistro Planning Division

1. Applicant

Name: Sushi Japan, Inc.
Address: 176 S Old Woodward, Birmingham, MI 48009

Phone Number: 248-990-8327
Fax Number: _____
Email Address: ximigyu2011@gmail.com

2. Applicant's Attorney/Contact Person

Name: Kelly A. Allen, Esq.
Address: 39572 Woodward, Suite 222, Bloomfield Hills, MI 48304

Phone Number: 248-540-7400
Fax Number: 248-540-7401
Email Address: kallen@anafirm.com

3. Required Attachments

- Warranty Deed with legal description of property
- Floor Plan of Bistro Operation
- Proof of ability to finance the proposed project
- Required fee (see Fee Schedule for applicable amount)
- Photographs of existing site and buildings
- Samples and/or specification sheets of all materials to be used
- Landscape Plan showing all existing and proposed elements
- Catalog sheets for all proposed lighting & outdoor furniture

4. Project Information

Address/Location of Property: 176 S Old Woodward

Name of Bistro: Sushi Japan
Sidwell #: _____
Current Use: Restaurant
Proposed Use: Restaurant with bistro
Area in Acres: _____
Current Zoning: CBD
Zoning of Adjacent Properties: _____
Is there a current SLUP in effect for this site?: No

Property Owner

Name: Merrillwood Investment, LLC, d/b/a Merrillwood Collection
Address: 251 E Merrill St, Suite 212, Birmingham, MI 48009

Phone Number: 248-647-8590
Fax Number: _____
Email Address: ikelly@iglawfirm.com

Project Designer/Developer

Name: Luckenbach|Ziegelman|Gardner Architects, PLLC/John H. Gardner, AIA
Address: 555 South Old Woodward, Suite 27L, Birmingham, MI 48009

Phone Number: 248-642-3990
Fax Number: _____
Email Address: gardner-arch1@sbcglobal.net

- Completed Checklist
- Certified Land Survey
- Signed Contract
- Fifteen (15) folded copies of plans including color elevations showing all materials and an itemized list of all changes for which approval is requested with the changes marked in color
- One (1) additional set of plans mounted on a foam board, including a color rendering of each elevation

5. Details of the Nature of Work Proposed (Site plan & design elements)

Sushi Japan, Inc., which is solely owned by Ximing Yu, is a restaurant offering primarily Chinese cuisine. The space formerly operated as Mediterranean Street Food. The nature of the work involves outdoor dining space as required by the Bistro Ordinance.

6. Buildings and Structures existing on site

Number of Buildings on site: 1
Height of Building & # of stories: Building: 6 / Restaurant: 1

Use of Buildings: Restaurant
Height of rooftop mechanical equipment:

7. Floor Use and Area (in square feet)

Structures:
Restaurant Space: 2217
Office space: 0
Total floor area: 2217
2217 SF

Retail space: 0
Number of Residential Units: 0
Rental or Condominium: 0

8. Bistro Operation

Number of Indoor Seats: 56
Number of Outdoor Seats: SEE ARCHITECTURAL 18
Entertainment Proposed: No
Years of Experience in Birmingham: None
Previous LCC Complaints? No
Tables provided along street façade:
Required front setback: SEE ARCHITECTURAL
Required rear setback: SEE ARCHITECTURAL
Required total side setback: SEE ARCHITECTURAL

Type of Cuisine: Chinese/Japanese
Bar Area? None
Number of Seats at bar: NONE
Years of Experience outside of Birmingham:
Full Service Kitchen? Yes
Percentage of glazing proposed: 100% existing
Proposed front setback: n/a
Proposed rear setback: n/a
Proposed total side setback: n/a

9. Outdoor Dining Facility

Location (sidewalk right-of-way or on-street parking space): Sidewalk
Hours of operation: 11am-11pm (9:30pm on Sundays)
Width of unobstructed sidewalk between door and café (5' required):
Platform proposed: No
Trash receptacles: SEE ARCHITECTURAL 1 proposed

Number of tables/chairs: 9 TABLES / 18 CHAIRS - SEE ARCHITECTURAL

Material of tables/chairs: RESIN COATED COMPOSITE AND ALUM
Table umbrellas height and material: NO UMBRELLAS. 29.5" & 42"
Number and location of parking spaces: 0
Screenwall material: Steel Fabricated Ornamental Fence
Enclosure material: None

10. Required and Proposed Parking

Number of parking spaces: None on site
Location of off site parking: 333 Pierce St. Parking Structure
Screenwall material: 222 Peabody St. Parking Structure

Parking Structures @
333 Pierce Street
Location of parking spaces: 222 Peabody Street
Shared Parking Agreement?: No
Height of screenwall:

11. Landscaping

Location of landscape areas: Garden Planters/ See Architectural
within Bistro Seating area & edges

Proposed landscape material: Perennial/Annual Flowering Plants in
Planters: See Architectural Plans &
Detail Sheets SD-001 & SD-003

12. Streetscape

Sidewalk width: See Architectural
Number of benches: No Benches Proposed
Number of planters: 4 Planters Proposed
Number of existing street trees: 1 Existing in Front of Restaurant
Number of proposed street trees: 0 Added
Streetscape Plan submitted?: Yes- See Architectural Sheet SD 1.00

Description of benches or planters: See Architectural
Species of existing street trees: Ornamental Flowering Pear
Species of proposed street trees: N/A

13. Loading

Required number of loading spaces: Shared Loading
Location of loading spaces on the site: at rear of building in alley

Proposed number of loading spaces: _____

14. Mechanical Equipment

Ground Mounted Mechanical Equipment:

Number of ground mounted units: N/A for this Bistro Project
Size of ground mounted units (LxWxH): _____

Location of all ground mounted units: _____

Screenwall material: _____

Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: N/A for this Bistro Project
Type of rooftop units: _____

Location of all ground mounted units: _____

Size of rooftop units (LxWxH): _____

Screenwall material: _____

Height of screenwall: _____

Location of screenwalls: _____

Percentage of rooftop covered by mechanical units: _____

Distance from units to rooftop units to screenwall: _____

15. Lighting

Number of light standards on building: See Architectural- Existing
Size of light fixtures (LxWxH): Lighting on Existing Building
to Remain. No changes are
proposed. Size approx 4"x4"x3"

Type of light standards on building: _____

Height from grade: Existing approx 83" above grade.
No changes proposed.

Maximum wattage per fixture: _____

Proposed wattage per fixture: _____

Parking lot lighting: N/A

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 or Special Land Use Permit. The undersigned further states that they have reviewed the procedures and guidelines for site plan review and Special Land Use Permits in Birmingham and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

Signature of Owner: Irene Kelly-Bower Date: 4/15/21

Print Name: Irene Kelly-Bower, Building coordinator

Signature of Applicant: Ximing Yu Date: April 16, 2021

Print Name: Ximing Yu

Signature of Architect: John H. Gardner Date: April 1, 2021

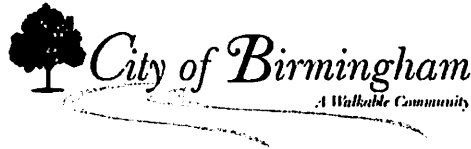
Print Name: John H. Gardner, AIA

Revised: Clarifications
April 14, 2021

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____



Notice Signs - Rental Application Community Development

1. Applicant

Name: Sushi Japan, Inc
Address: 176 South Old Woodward

Phone Number: _____
Fax Number: _____

Property Owner

Name: _____
Address: _____

Phone Number: _____
Fax Number: _____

2. Project Information

Address/Location of Property: 176 South Old Woodward
Name of Development: Sushi Japan Restaurant
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: Ximeng Yu Date: April 16, 2021

Office Use Only		
Application #: _____	Date Received: _____	Fee: _____
Date of Approval: _____	Date of Denial: _____	Reviewed by: _____



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

PHILLIP G. ADKISON
KELLY A. ALLEN
ROBERT M. GOLDMAN
JESSICA A. HALLMARK
GREGORY K. NEED
G. HANS RENTROP

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:

KEVIN M. CHUDLER
KATHERINE A. TOMASIK

September 30, 2020

Via Electronic Mail

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

**Re: 2020 Initial Screening Bistro Application for Sushi Japan
176 S. Old Woodward**

Dear Ms. Ecker:

Attached is Sushi Japan's submission for the October 1, 2020 Initial Screening for Bistro Applications.

Please accept this for consideration by the City Commission. Please confirm your timely receipt of this submission and let us know when the City Commission meeting to consider this application will take place.

We look forward to presenting this concept to the City.

Please contact me if you have any questions.

Thank you for your assistance.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC

Kelly A. Allen

KAA/kjf
Enclosures

Cc: Charlie Yu (*via electronic mail*)

Sushi Japan

**176 S. Old Woodward Avenue
Birmingham, Michigan 48009**



**Proposal for Bistro License
September 30, 2020**

**Submitted by:
Kelly A. Allen
Adkison, Need, Allen, & Rentrop, PLLC
39572 Woodward Ave., Suite 222
Bloomfield Hills, MI 48304**

SUSHI JAPAN

Description of Bistro Concept/Owner

Sushi Japan will primarily offer authentic Chinese cuisine. The menu is the result of years of research into fusion cooking, and experience in Chinese and Japanese culture.

Sushi Japan is located in the heart of downtown Birmingham at 176 S. Old Woodward, previously the site of “Mediterranean Street Food.” The space is undergoing a complete renovation and will be beautiful with modern décor offering full service. The highlight of the restaurant will be the open kitchen so that the guests can see the creation of the cuisine.

The landlord is Merrillwood Collection Investment, LLC. The proposed opening date is late October, 2020.

Sushi Japan will have 56 indoor seats, outdoor dining, the required glazing, and will otherwise meet the requirements for a “Bistro” under the City’s ordinances. The ability to offer full service, including alcohol, is critical to the success of this small business.

The owner of Sushi Japan is Ximing (“Charlie”) Yu. Charlie and his family came to the United States from China in 2008. Charlie’s family has operated Chinese restaurants in China and in the United States. Charlie has been in the “family business” since he was 15 years old. He has worked in every capacity in the restaurant business. He is an expert at business, food, and social media management. He has been a host, a cashier, a chef, and a server. Currently, Charlie is a sushi chef at the Kona Grill.

Charlie’s energy and desire to own and operate his own business, combined with his experience and unique talent, will bring a Bistro to the downtown which will diversify the dining choices for the City’s residents and beyond. Charlie believes that Sushi Japan will become a clear destination for diners seeking an authentic Chinese experience.

One of Charlie’s special talents is the art of making noodles, including Chinese specialties and ramen. He prides himself in the presentation of his dishes and excellent customer service.

Unique Characteristics

Sushi Japan will be different than other Asian cuisine in the City. It will offer primarily Chinese cuisine, whereas the other full-service restaurants in the City are primarily Korean or Japanese cuisine.

Employees and Hours of Operation

Sushi Japan will employ an expert executive Chef and approximately 8 employees.

Sushi Japan will be open for lunch and dinner. The hours of operation will be Monday through Saturday from 11:00 am to 11:00 pm and on Sunday from 11:00 am to 9:30 pm.

Executive Chef

Sushi Japan has partnered with Executive Chef Yuen. Chef Yuen has more than 30 years of experience in American, Japanese, and Chinese restaurants.

Chef Yuen brings Chinese culture and cuisine together to present unique and delicious dishes from the open kitchen to the table with a wonderful presentation. She creates unique fusion noodles, ramen, and sauces. Chef Yuen is proud of her commitment to using fresh ingredients which enhance the taste of all of her creations.

Chef Yuen will also manage the back of the house in a first-class manner.

Financial Ability To Construct and Operate the Proposed Bistro

Charlie has employed and paid for the services of an expert contractor. He has the financial ability to complete the project, purchase a liquor license, and operate the restaurant. As Charlie's counsel I have reviewed of Charlie's Chase Bank account statement which shows more than sufficient funds to open and operate. This bank record can be produced if requested.

SUSHI JAPAN

Japanese, Asian, Chinese Food and Fusion Noodles
Lunch 11am-3pm Tel.248-000-0000

Available Hours(Open for Dine-In)
Mon-Thur. 11am-10:30pm
Fri-Sat. 11am-11pm
Sun. 11am-9:30pm

Gift certificates available
Dine-In and Carry-Out
176 S. Old woodward ave.
Birmingham, MI 48009

Starters (Appetizing Nibbles)

Tempura (lightly battered deep fried, w/sauce)
Vegetable 5, Double size 9
All sweet potato 6
Calamari 8.5, Avocado (add 3),
Shrimp (2pcs, add 4), (5pcs, add 10)
Chicken (2pcs, add 3), (5pcs, add 7)
Softshell crab & vegetable 10

Edamame (sea salted steamed soybeans) 4.5
Vegetarian spring rolls (w/sauce) 5.5
Dumpling (beef & veggie gyoza) 5.5
(choice: steamed or fried, w/sauce)
Agedashi tofu (lightly fried tofu, w/sauce) 5.5
Steamed tofu (w/house-made sauce) 5.5
Shrimp shumai (steamed, w/sauce) 5.5
Crab shumai (steamed, w/sauce) 6.5
*Prime ribeye truffle slider 20

Beverage

Soft drink 1.5 (coke, diet coke, sprite, zero coke)
Green Tea 1.5 **Lemonade** 2.25
Ice tea 2.25
Japanese ramune 2.95

Salad

Green Salad 4.95
(iceberg lettuce, spinach, house-made miso dressing)
Kani cucumber salad (sunomono) 5.5
(cuke, crab stick, light sweet vinegar sauce, sesame seeds)
Seaweed Salad 5.5
Calamari salad 6.95

Bibim Noodles

Niku noodles (korudo bibim), no broth
(Mixed bibim Japanese buckwheat or wheat noodles, veggie,
mild spicy sauce, steamed egg),
-Teriyaki bibim noodles 10
-Chicken or Tofu or Veggie bibim noodles 12
-Beef shabu-shabu or Shrimp bibim noodles 14
-Spicy Pork shabu-shabu bibim noodles 13
-Kotsu (Chicken or Pork) bibim noodles 13
-Kimchee bibim noodles 13,
-Kal-bi bibim noodles 17
-Vernicelli bibim noodles 13
-Gluten-free premium soft white vermicelli 13
-Bean noodle 12
(chilled white soybean broth, w/somen noodles)
-Cold Dan Dan noodles 12
(groung pork stir fried chinese sauteed vegetable)

Soup

White miso soup 3.5
(white soybean based broth, silken tofu, scallion, wakame)
Veggie soup (Japanese chicken broth, w/noodle, veggie) 5.5
Spicy tofu soup 5.5
(silken tofu, w/mild spicy dashi broth & noodle, veggie)
Spicy seafood soup 8.95
(mild spicy dashi broth, w/shrimp, scallop, mussel & veggie)
Somyen soup 5.5, **Wonton Soup** 6
Rice glutinous sesame balls 5.5
Shanghai steamed soup bao 7
Fish dumpling soup 6
Hot and Sour Veggie Soup 5

Broth Noodles

Udon, うどん
(thick white wheat noodle in Japanese dashi broth, w/veggie, Inari)
-Plain udon 6, -Beef udon 14
-Tofu or Veggie or Chicken udon 11
-Jalapeno or Broccoli udon 13
-Shrimp & Veggie tempura udon 11
-Spicy shrimp or Spicy seafood udon 14.5
-Miso Udon (white miso broth base) 11
Soft tofu somyen noodle 12
(white miso broth, w/silken soft tofu, somen, scallion)
Somyen noodle 12
Japanese style chicken broth, w/somen noodles, mixed
veggie and lightly sesame oil)
Bean noodle 12
(chilled white soybean broth, w/somen noodles)

Ramen and Fusion Noodles

Chinese Wok Noodles (yaki)
(Japanese wok sauteed udon noodles, mixed veggie, w/rice)
-Veggie or Chicken or Tofu yaki 11
-Beef or Shrimp yaki 14.5, -Spicy pork yaki 14
Glass noodles (Japchae)
(steamed veggie, glass sweet potato noodles, w/rice)
-Chicken or Tofu or Veggie clear noodle 12.95
-Beef shabu-shabu or Shrimp clear 14.5,
-Spicy(mild) pork clear 14

Ramen

(Japanese style white soy base miso and chicken broth, w/veggie,
baby bok choy, scallion, broccoli, mild spicy sauce, steamed egg)
-Veggie 11, Chicken or Tofu or Miso Veggie ramen 12
-Beef shabu-shabu or Shrimp ramen 13.5
-Spicy(mild) Pork shabu-shabu ramen 13
-Kotsu (Cutlet: Chicken or Pork sirloin) ramen 13
-Kimchee ramen 13, Kalbi Ramen 17
-Bibim Veggie ramen 12 (add: Beef2, Chicken2, Pork2)
-Black bean ramen 13
-Curry Veggie ramen 13

(Ramen history is a bit over 100 years old in Japan, dating
back to the first credited shop in 1910)

Sides: Fried Noodles 5, Asian Vegetables 5, Fried Rice 5,
Steamed White Rice 2, Steamed Brown Rice 3

*Consuming raw or undercooked meats, poultry, seafood, shellfish and eggs may increase your risk of foodborne illness. These menu items may be served raw or undercooked. Before placing your order. Please inform your server of any food allergies or dietary restrictions.

SUSHI JAPAN

ALCOHOLIC MENU



Available Hours(Open for Dine-In)
Mon-Thur. 11am-10:30pm
Fri-Sat. 11am-11pm
Sun. 11am-9:30pm

Gift certificates available
Dine-In and Carry-Out
176 S. Old woodward
Birmingham, MI 48009

SAKE

Hot Sake
White Sake Punch
Kikusui, Niigata, Honjozo,
very dry SMV +8
Hakkisan, Niigata, Tokubetsu Jummai,
dry SMV +5
Dassai 50, Yamaguchi, Junmai Daiginjo,
dry SMV +5

WHITES

Sauvignon Blanc, Pierre Martin, Les Monts Damnes,
Riesling Dry, Silver Thread, 2015
Chenin Blanc, Backsberg, 2017
Chardonnay, Roth, 2014
Olivier Leflaive, Bourgogne Blanc, Les Setilles, 2015
Boyer-Martenot, Les Narvaux, Meusault 2015

REDS

Pinot Noir, Pere & Fils, Chanson Bourgogne, 2014
Cabernet Sauvignon, Avalon, 2015
Pinot Noir, Sharecropper's, 2015
Saint-Joseph, Laurent Betton, 2015
Tempranillo, Reserva, Imperial, CVNE, 2012

COCKTAILS

China Punch, rum, fruit juice, Chinese liqueur
Mai Tai, Favorite Tahitian mixture of rum, lemon
Sake Flights
Tokyo Drift, skyy vodka, yuzu, shiso
Soju Sangria, sparkling shiraz, fruit-infused soju,
aranciate
Singapore Sling, sole gin, dry gin, lime
Spicy Guava Margarita
Shiso Julep, old overholt rye whiskey, shiso,
lemon, angostuna bitters

*Consuming raw or undercooked meats, poultry, seafood, shellfish and eggs may increase your risk of foodborne illness. These menu items may be served raw or undercooked. Before placing your order. Please inform your server of any food allergies or dietary restrictions.

SOJU

Daejangbu, 21% ABV,
premium rice soju
'50' soju, 17% ABV,
house blend infused, w/ginseng
Kuro Yokaichi Shochu, 25% ABV,
japanese sweet potato soju

NON-ALCOHOLIC

Strawberry Mint Spritzer, strawberry,
mint, lemon
Shiso Lemonade, shiso, yuzu
Virgin Pina Colada

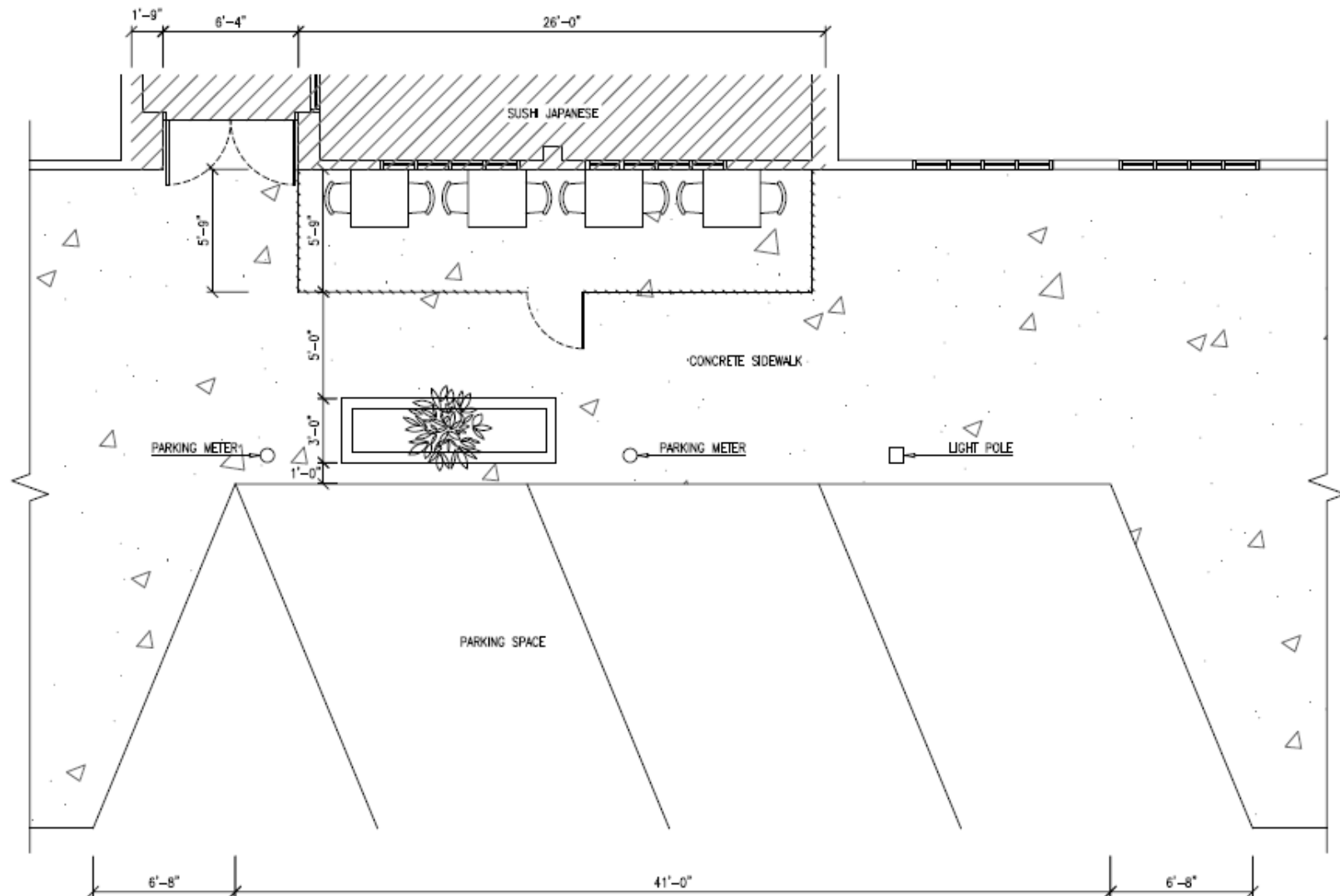
BEER

Tsing Tao
Kloud Japanese Lager
Lagunitas IPA
Hitachino White Ale
Duvel Belgian Golden Ale
Sapporo, Draft, BTL

BRUNCH COCKTAILS

Blood Orange Minosa, prosecco,
blood orange, grapefruit liqueur
Blood Mary, skyy vodka, tomato juice,
horseradish
Spicy Guava Margarita, corazon tequila,
guava, chipotle, lime





SITE PLAN
SCALE: 1/4"=1'-0"

S. OLD WOODWARD AVE

City Of Birmingham
Regular Meeting Of The Planning Board
Wednesday, May 26, 2021

Held Remotely Via Zoom And Telephone Access

3. 176 S. Old Woodward – Sushi Japan (former 2941 Street Food), Request for a Special Land Use Permit and Final Site Plan and Design Review to consider approval of new bistro serving alcoholic liquors in an existing building

PD Ecker reviewed the item. She noted that she was able to track down the Engineering Department for comments, and that they indicated that the dimensions for the outdoor dining appeared to be inaccurate but did not specify how. The Engineering Department did clarify that they wanted to see the outdoor dining adjacent to the building limited to no more than five feet, eight inches from the building to make sure the five-foot pedestrian pathway would remain unimpeded. They also expressed concern that vehicles parking in front of the building may overhang the parking space and thus interfere with the planters. The Engineering Department recommended that the planters be moved in some way to reduce potential interference with parked vehicles. PD Ecker said the likely purpose of the planters was to deter vehicles from overhanging the parking space.

Two Board members commented that confusion might result from the restaurant being called 'Sushi Japan' when much of the menu includes Chinese cuisine.

Mr. Jeffares expressed concern that the parking could possibly push one of the planters into someone sitting in the outdoor dining area.

Kelly Allen, attorney for the applicant, Charlie Yu, applicant and owner, and John Gardner, architect, were present.

In reply to Mr. Share, Mr. Gardner stated that to raise the glazing to 70% would require an increase of 11.5 sq. ft.

Mr. Share noted that if the Board did require the glazing to be increased it would require the applicant to make another hole in the facade and to return to the Historic District Commission for review.

PD Ecker said that requiring the applicant to increase the glazing would also disrupt the rhythm of the facade.

Mr. Gardner stated that the English ivy could be replaced with another climbing vine. He stated that he would speak with the Engineering Department regarding their comments about a discrepancy in the outdoor dining measurements since he did the field measurements himself. He said he could also remove any planters Engineering recommended to make the interaction between parking and outdoor dining safer.

It was noted that the previous restaurant used the same shared trash compactor as the one Sushi Japan would use.

There were no public comments.

Mr. Williams and Chair Clein were fine with leaving the glazing at 65%.

Chair Clein continued that he was not inclined to ask a small business to put a shield around a shared dumpster/trash compactor or to paint the mechanical equipment behind the building.

PD Ecker confirmed for Mr. Jeffares that this via was next on the list in the City's via plan to be redone.

Chair Clein said that the issue of the dumpsters in this via should be addressed as part of the upcoming improvements. He expressed mild concern that there was seating proposed on both sides of the pedestrian walkway but said that given how few seats there were on the side further from the restaurant he was not overly concerned.

Mr. Jeffares asked Planning to discuss with Engineering to determine how to prevent parking vehicles from hitting diners while parking.

Motion by Mr. Williams

Seconded by Mr. Share to recommend approval of the Special Land Use Permit to the City Commission to permit a bistro license for Sushi Japan at 176 S. Old Woodward based on a review of the plans submitted and their adherence to Article 07, section 7.27 and Article 07, section 7.34 of the Zoning Ordinance with the following conditions: 1. The Planning Board approves of the proposed 65% storefront glazing; 2. The applicant comply with the requests of all City departments; and 3. A signed contract with the City that must be fully executed upon approval of the SLUP and bistro license.

Bert Whitehead spoke in support of the motion.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Share, Williams, Clein, Jeffares, Boyle, Koseck, Whipple-Boyce

Nays: None

Motion by Mr. Williams

Seconded by Ms. Whipple-Boyce to recommend approval of the Final Site Plan and Design Review to the City Commission to permit a bistro license for Sushi Japan at 176 S. Old Woodward based on a review of the plans submitted and their adherence to Article 07, section 7.27 and Article 07, section 7.34 of the Zoning Ordinance with the following conditions: 1. The Planning Board approves of the proposed 65% storefront glazing; and, 2. The applicant comply with the requests of all City departments.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Williams, Whipple-Boyce, Clein, Jeffares, Boyle, Koseck, Share

Nays: None

DRAFT



MEMORANDUM

Planning Division

DATE: June 14th, 2021

TO: Thomas Markus, City Manager

FROM: Nicholas Dupuis

APPROVED: Jana L. Ecker, Planning Director

SUBJECT: Public Hearing 720 N. Old Woodward – Vinewood Bistro – Special Land Use Permit, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit, Final Site Plan and Design Review for a proposed new bistro in the lower level of an existing 2-story commercial building at the northern end of Downtown Birmingham.

BACKGROUND:

Vinewood Kitchen & Cocktails was selected by the City Commission on October 26, 2020 as one of five bistro applications to move forward to contend for one of the two new bistro licenses that may be approved each calendar year. During the selection process, the applicant described Vinewood as a modern casual American restaurant with a “modern meets rustic” interior ambiance.

On February 24th, 2021, the Planning Board postponed the Special Land Use, Final Site Plan and Design Review citing concerns with the proposed Wintergarden, Planning Division and other departmental comments, delivery issues, a lack of a clear floor plan, and the dumpster configuration.

On April 10th, 2021, the Planning Board recommended DENIAL to the City Commission the Special Land Use Permit, Final Site Plan and Design Review citing conflicts with Article 3, Section 3.04 (C)(10), dumpsters/solid waste, and noise/lighting concerns.

On May 24th, 2021, the City Commission postponed the public hearing for Vinewood to June 14th, 2021 at the request of the applicant.

LEGAL REVIEW:

The City Attorney has reviewed the application and Planning Board findings and is prepared to

discuss the issues.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUMMARY:

The Planning Division requests that the City Commission consider the Special Land Use Permit, Final Site Plan and Design Review application for 720 N. Old Woodward – Vinewood Kitchen & Cocktails.

ATTACHMENTS:

Please find attached the following documents for your review:

- Draft Special Land Use Permit Resolution
- Planning Division Report
- Site/Design Plans
- Meeting Minutes
- Application & Supporting Documents

RESOLUTION LANGUAGE:

To **APPROVE** the Special Land Use Permit, Final Site Plan and Design Review application to allow the operation of Vinewood Kitchen & Cocktails as a new bistro at 720 N. Old Woodward.

OR

To **DENY** the Special Land Use Permit, Final Site Plan and Design Review application for 720 N. Old Woodward – Vinewood Kitchen & Cocktails.

OR

To **POSTOPONE** the Special Land Use Permit, Final Site Plan and Design Review application for 720 N. Old Woodward – Vinewood Kitchen & Cocktails – pending receipt of the following:

1. _____
2. _____
3. _____

Vinewood Kitchen & Cocktails

720 N. Old Woodward
Special Land Use Permit 2021

WHEREAS, VINEWOOD KITCHEN & COCKTAILS filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a food and drink establishment utilizing BISTRO license in the Downtown Birmingham Overlay District in accordance Article 3, Section 3.04(C)(10) of Chapter 126, Zoning, of the City Code;

WHEREAS, the land for which the Special Land Use Permit Amendment is sought is located on the east side of N. Old Woodward, south of Oak;

WHEREAS, The land is zoned O-2, and is located in the D-2 zone within the Downtown Birmingham Overlay District, which permits the operation of food and drink establishments serving alcoholic liquors using a BISTRO license 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 applicant submitted an application for a Special Land Use Permit, Final Site Plan and Design Review for VINEWOOD KITCHEN & COCKTAILS to operate at 720 N. OLD WOODWARD;

WHEREAS, The Planning Board on APRIL 10, 2021 reviewed the application for a Special Land Use Permit, Final Site Plan and Design Review and recommended DENIAL to the City Commission to permit a new food and drink establishment utilizing a BISTRO license citing conflicts with Article 3, Section 3.04 (C)(10), dumpsters/solid waste, and noise/lighting concerns.

WHEREAS, The applicant has agreed to provide all requested information and to comply with the requests of all City departments;

WHEREAS, The Birmingham City Commission has reviewed VINEWOOD KITCHEN & COCKTAILS' Special Land Use Permit 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 VINEWOOD KITCHEN & COCKTAILS' application for a Special Land Use Permit, Final Site Plan and Design Review at 720 N. OLD WOODWARD 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 is granted subject to the following conditions:

1. VINEWOOD KITCHEN & COCKTAILS will close outdoor dining areas at midnight each day of the week AND 11 PM on Sunday;

2. VINEWOOD KITCHEN & COCKTAILS shall abide by all provisions of the Birmingham City Code; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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, VINEWOOD KITCHEN & COCKTAILS 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 VINEWOOD KITCHEN & COCKTAILS to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that VINEWOOD KITCHEN & COCKTAILS is recommended for the operation of a food and drink establishment serving alcoholic beverages on premises, with a BISTRO license, above all others, subject to final inspection.

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 June 14, 2021.

Alexandria Bingham
City Clerk



MEMORANDUM

Planning Division

DATE: April 14th, 2021

TO: Jana Ecker, Planning Director

FROM: Nicholas Dupuis, City Planner

SUBJECT: 720 N. Old Woodward – Vinewood Bistro – Special Land Use Permit, Final Site Plan & Design Review (ALL UPDATES IN BLUE TEXT)

The subject site, 720 N. Old Woodward, is currently used as a 2-story commercial building fronting onto N. Old Woodward. The applicant has submitted a Special Land Use and Final Site Plan/Design Review application for the introduction of a new bistro in the lower level tenant space. Due to the existing grade on site, the lower level is visible above grade at the rear of the building, which fronts the Rouge River, and is the area proposed to house the outdoor dining required at all bistros in Birmingham. Aside from the new outdoor patio, there are limited changes being proposed to the building exterior and site.

Vinewood Kitchen & Cocktails was selected by the City Commission on October 26, 2020 as one of five bistro applications to move forward to contend for one of the two bistro licenses that may be approved each calendar year. During the selection process, the applicant described Vinewood as a modern casual American restaurant with a “modern meets rustic” interior ambiance.

On February 24th, 2021, the Planning Board postponed the Special Land Use, Final Site Plan and Design Review citing concerns with the proposed Wintergarden, Planning Division and other departmental comments, deliveries, a clear floor plan, and the dumpster configuration. The applicant has submitted revised plans and documentation addressing most of the concerns, and the updates can be found in the relevant sections below.

The Birmingham Code of Ordinances states that a contract for transfer and a Special Land Use Permit are required for all licenses approved under Chapter 10 – Alcoholic Liquors. The licensee must comply with all provisions of the contract and special land use permit, and any amendments thereto as a condition of granting of a requested transfer. Accordingly, the applicant must obtain a recommendation from the Planning Board on the Special Land Use and Final Site Plan/Design Review application, which is then reviewed for final consideration by the City Commission.

1.0 Land Use and Zoning

1.1 Existing Land Use – 2-Story commercial building

1.2 Zoning – O2 (Office Commercial) & D2 (Downtown Overlay)

1.3 Summary of Adjacent Land Use and Zoning –

	North	South	East	West
Existing Land Use	Commercial	Office/Commercial	Public Parking	Multiple-Family Residential
Existing Zoning District	O2 (Office Commercial)	O2 (Office Commercial)	PP (Public Parking)	R6 (Multiple-Family Residential)
Overlay Zoning District	D2	D2	N/A	N/A

2.0 Bistro Requirements

Article 9, Section 9.02, Definitions, of the Zoning Ordinance defines a bistro as a restaurant with a full service kitchen with interior seating for no more than 65 people and additional seating for outdoor dining for no more than 65 people.

Article 3, Section 3.04(C)(10) of the Zoning Ordinance permits bistros in the Downtown Overlay District as long as the following conditions are met:

- No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats;
- Alcohol is served only to seated patrons, except those standing in a defined bar area;
- No dance area is provided;
- Only low key entertainment is permitted;
- Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
- A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1' and 8' in height;
- All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and
- Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor

dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.

- i. Enclosures facilitating year round dining outdoors are not permitted.
- j. Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.
- k. Outdoor rooftop dining is permitted with the conditions that surrounding properties are not impacted in a negative manner and adequate street level dining is provided as determined by the Planning Board and City Commission. Rooftop dining seats will count towards the total number of permissible outdoor dining seats.

At this time, the applicant appears to meet the requirements listed above. On the interior, the proposed u-shaped bar contains 10 seats and a well defined bar area. There is no dance floor, and there are no indications on the plans there any entertainment will be provided at the proposed restaurant. In totality, the applicant is proposing 64 interior seats, including the 10 at the bar.

As far as exterior conditions, a 38-seat outdoor patio and 26-seat semi-outdoor Winter Garden (64 total) is proposed. However, as noted above, due to the placement of the proposed bistro in the lower level, the patio is located in the rear. Due to this location, there is no traditional storefront in which to place tables. There is a pedestrian walkway located behind the building which accesses several buildings to the north. There have been several decks added to buildings to the north of the subject site that have activated the rear of buildings, and the proposed patio would likely contribute to the activation of this area. In terms of glazing, the applicant is proposing the unique "Winter Garden" semi-enclosed/outdoor space, which is set back into the building behind four fixed wood framed screen panels. The new recessed exterior wall, which is now set 8 ft. 6 in. into the building, is proposed to contain significant glazing.

While technically located outdoors, the proposed Winter Garden does not appear to meet the conditions entirely, in that the means by which it is recessed and enclosed by the first floor above, the existing brick façade and the proposed bronze screen panels almost entirely enclose the space. Although the space is indeed open to the air, it would likely not be as harshly effected by some of the more tolerable months during the outdoor dining offseason. Furthermore, enforcement beyond the permitted outdoor dining season (April-October) would be difficult due to the patio and Winter Gardens placement at the rear and lower level of the building, which is not at all visible from the street, and may not even be evident from any easy vantage point in Parking Lot 6.

Finally, the applicant has indicated that a service station will be provided on the dining patio for trash.

The Vinewood bistro has not yet indicated the hours of operation for the indoor or outdoor dining areas. The placement of the outdoor dining in the rear creates a unique condition for the area in that although the property is not *immediately adjacent* to single or multi-family residentially zoned properties, there are single family residences across the river that may be affected by any noise or light emanating from the proposed patio. The peak summer months of the outdoor dining season may facilitate an improved condition while the foliage along the riverbank is full. However, the reduced natural buffer during the spring and fall may exacerbate any nuisances caused by the dining use. To ensure that the conditions permitting bistros in the Downtown Overlay, **the applicant must submit the indoor and outdoor hours of operation for the proposed restaurant.**

The applicant has submitted two sets of proposed hours for Vinewood, one for summer and one for winter:

Summer Hours:		Winter Hours:	
Monday-Wednesday	11 AM – 12 AM	Monday-Tuesday	3 PM – 12 AM
Thursday-Saturday	11 AM – 1 AM	Wednesday	11 AM – 12 AM
Sunday	10 AM – 11 PM	Thursday-Friday	11 AM – 1 AM
		Saturday	3 PM – 1 AM
		Sunday	10 AM – 11 PM

The applicant has indicated that the proposed hours of operation for the outdoor dining area would be until midnight (12 AM) daily for both seasons. It is unclear at this time if the hours include Sunday nights, in which the indoor hours end at 11 PM. Additionally, the Planning Board requested information on the hours of the two nearest bistros, Market North End and Luxe Bar and Grill. These bistro restaurants have hours listed from 11 AM – 12 PM and 11 AM – 11 PM respectively, Monday through Sunday.

3.0 Setback and Height Requirements

Please see the attached zoning compliance summary sheet for details on setback and height requirements. The following bulk, placement and/or height issues are present:

1. The semi-permanent **roughly 1,323** sq. ft. outdoor dining patio is proposed to be constructed almost entirely on public property. Article 4, Section 4.74 (D)(4)(b) states "above grade encroachments 8 ft. and below: permanent architectural features such as columns, pilasters, belt courses, lintels pediments

and similar features may be approved by the Planning Board to project into the right of way provided they do not create any obstruction and that the encroachment complies with the design review standards set forth in Article 7." Although the dining platform is not considered any of the architectural elements listed above, there are additional projections below 8 ft. in the form of support posts for the proposed awning in the rear. **The Planning Board should consider the approval, modification, or disapproval of the ROW encroachments at or below 8 ft.**

At this time, the applicant has begun the process of executing a lease agreement with the City for the use of this public property, but no such agreement has been completed at this time. **The applicant must enter into a lease agreement for the use of public property for the outdoor dining patio.**

In addition to the encroachments at 8 ft. and below, there are two encroachments that extend 8 ft. and above the public right-of way. The two proposed canopies measure 8 ft. 6 in. and 10 ft. 6 in. from grade in the front and rear respectively. Article 4, Section 4.74 (D)(4)(c) permits these removable elements to encroach into the right-of-way so long as all encroachments with less than 15 ft. of clearance above the sidewalk shall not extend into or occupy more than two-thirds of the width of the sidewalk or 5 ft., whichever is less, and must not interfere with any existing or planned streetscape elements or infrastructure. The rear canopy projects 9 ft. 6 in. into the right of way, but there is no sidewalk present to dictate the projection. The front canopy, however, projects 6 ft. across an existing 6 ft. sidewalk, which does not meet the requirements of the Zoning Ordinance. **The applicant must revise the front canopy projection to measure two-thirds of the width of the sidewalk, or obtain a variance from the Board of Zoning Appeals.**

The applicant has submitted revised plans showing the front canopy projection reduced to 4 ft. The rear canopy projection has been reduced to 5 ft. and has been redesigned without the support posts. Both canopy projections now meet the requirements of Article 4, Section 4.74 (D)(4)(c) of the Zoning Ordinance.

4.0 Screening and Landscaping

- 4.1 Dumpster Screening – The applicant is proposing to utilize two existing dumpsters that are located along the north end of the Parking Lot 6 facility, which is public property. The applicant is proposing to improve the dumpster area by adding a 6 ft. concrete masonry screen walls with a stone cap on two sides, leaving the east and south sides open.

Article 4, Section 4.54 of the Zoning Ordinance requires dumpsters to be screened from view from all adjacent properties by a 6 ft. masonry screen wall with wood gates. However, Section 4.54 (A) allows for flexibility in the materials, size, height and *placement* of walls in order to allow architectural harmony and usable open space and to accomplish a unified design. At this time, the Planning Division recommends that that Planning Board require the applicant to comply with the Zoning Ordinance to the fullest extent with screening on all sides of the dumpsters with wood gates. Therefore, **the applicant must submit revised site plans and details with a fully screened dumpster enclosure with wood gates.**

Additionally, the applicant has not indicated whether or not the restaurant will be utilizing any other common restaurant waste receptacles such as grease disposal or recycling dumpsters. It is the understanding of the Planning Division that the two waste receptacles that the applicant is proposing to utilize are open to use by other businesses, including another restaurant. The Planning Division is not aware of the pickup schedule for these dumpsters, but it would appear as though adding a restaurant use to the area would cause the dumpsters to fill much more rapidly on a regular basis, which would necessitate either additional dumpsters or a more frequent pickup.

This condition is of particular concern due to the dumpsters' proximity to the Rouge River. Any debris overflow would easily be swept by wind or water into the river causing unnecessary and avoidable pollution of this natural resource. **The Planning Board may wish to consider requiring the applicant to add an additional solid waste dumpster, recycling dumpster, and/or grease receptacle to the plans to ensure that the waste receptacles may service the proposed restaurant and other contributors sufficiently.**

The applicant has submitted revised plans with a dumpster enclosure constructed of a 6 ft. painted masonry screen wall with painted wood gates. The applicant has added a grease trap within the enclosure, but has not added any additional trash or recycling dumpsters (proposing to maintain the two existing dumpsters). Additionally, it has come up that there has not been a formal agreement executed by the City and the owner of the dumpster placed in Parking Lot 6 as of yet. Although the proposed dumpster screening meets the requirements of the Zoning Ordinance, the applicant must resolve the issues with the dumpster placement on public property.

4.2 Parking Lot Screening – The subject site is located within the Parking Assessment District. Therefore, no additional off-street parking facility and accompanying screening is required or proposed.

4.3 Mechanical Equipment Screening – The applicant is proposing a new makeup air unit and exhaust fan for the bistro on the rooftop adjacent to 5 additional existing RTU's. The applicant is proposing to add roughly 171 ft. of prefabricated corrugated metal to screen all of the new and existing units. The applicant has submitted specification sheets for the proposed screen wall, but has not submitted specification sheets for the new mechanical units or the height of the proposed screen wall to ensure that the units will be fully screened. **The applicant must submit specification sheets for all new RTU's and the proposed height of the screening material to ensure full screening from public view.**

The applicant has submitted revised plans and specification sheets for the rooftop units that demonstrate the new units as fully screened from view by the proposed 8 ft. prefabricated corrugated metal screen.

4.4 Landscaping – The subject site is currently fully developed with no existing landscaping on site. Although no landscaping is required with the introduction of the new bistro, the applicant has proposed 4 small-scale landscaping installments to "green" the space. On the front of the building, the entrance to the Vinewood is proposed to contain Boston Ivy plantings around the front door. The applicant has not shown any planters on the sidewalk in which the ivy would be planted. Rather, it appears as though there may be a small cutout from the sidewalk at the base of the building where the ivy may be planted and grow through a "pocket" behind the wood entrance cladding. This distinction is very important in this area due to the very slim sidewalks present along the N. Old Woodward frontage. **The walking path along this sidewalk must remain unobstructed, and it would seem as though the small cutouts in the sidewalk would both obstruct the sidewalk (if only for a few inches) and create a poor environment for the ivy to survive.**

The applicant is also proposing some Boston Ivy plantings on the exterior of the concrete masonry units that comprise the new outdoor dining facility at the rear and the existing balcony above. **Within the outdoor dining area, six custom wood planters are proposed with seasonal natural river plantings that include grasses and seasonal flowering riverbank types.**

4.5 Streetscape – There are no new streetscape items proposed as a part of this Special Land Use Permit and Final Site Plan/Design Review application. As noted

above, there is no room for any streetscape improvements on the existing sidewalk such as benches, bike racks or waste receptacles.

5.0 Parking, Loading and Circulation

- 5.1 Parking – The subject site is located within the Parking Assessment District. Therefore, no additional off-street parking facility is required or proposed.
- 5.2 Loading – The lower level tenant space measures 3,372 sq. ft. No off-street loading spaces are required for the less than 5,000 sq. ft. commercial use.
- 5.3 Vehicular Circulation and Access – The vehicular circulation and access is proposed to remain the same as is existing. The subject site is currently accessed by two public parking facilities, one on the N. Old Woodward side and one in the rear in Parking Lot 6.
- 5.4 Pedestrian Circulation and Access – Pedestrians are able to access the new bistro space through a front door on the N. Old Woodward façade as well as a back door accessible to patrons parked in the Parking Lot 6 facility.

6.0 Lighting

The applicant is proposing several lighting additions to the rear of the building, outdoor patio, and signage. The lighting proposed includes 6 gas torches, 7 surface mounted downlights underneath the existing balcony, 2 backlit panels beneath the new awnings, 6 recessed downlights in the winter garden, 1 linear wall washing up light, and 9 underwater lights in 3 proposed fountains.

Type	Location	Color	Light Output
Gas Torches	Edge of patio	Black	N/A
LED Downlights	Under balcony	Black?	?
LED Backlight/Strips	Under canopies	Clear	Up to 450 Lumens
LED Wall Washer	Base of wall panel	Metallic	6491-7286 Lumens
Mini LED Spotlight	Beneath umbrella	Black	4.5 Watt/160 Lumens
Recessed Downlights	Wintergarden	White	11 Watt/850 Lumens
LED Sign Lights	Above patio sign	Black	7 Watt

Article 4, Section 4.21 (D)(1) requires all luminaries to be full cutoff or cutoff, as defined in Section 9.02, and positioned in a manner that does not unreasonably invade abutting or adjacent properties. Exception to cutoff luminaries can be made at the discretion of the Planning Board under any of the following conditions:

- a. The distribution of upward light is controlled by means of refractors or shielding to the effect that it be used solely for the purpose of decorative enhancement of the luminaire itself and does not expel undue ambient light into the nighttime environment.
- b. The luminaire is neither obtrusive nor distracting, nor will it create a traffic hazard or otherwise adversely impact public safety, with appropriate methods used to eliminate undesirable glare and/or reflections.
- c. The luminaire is consistent with the intent of the Master Plan, Urban Design Plan(s), Triangle district plan, Rail District plan and/or Downtown Birmingham 2016 Report, as applicable.
- d. The scale, color, design or material of the luminaire will enhance the site on which it is located, as well as be compatible with the surrounding buildings or neighborhood.
- e. Lighting designed for architectural enhancement of building features (i.e. architectural enhancement lighting). Appropriate methods shall be used to minimize reflection and glare.
- f. The site lighting meets all requirements set forth in this ordinance including, but not limited to, light trespass and nuisance violations.

At this time, the linear wall washing up light located at the base of the decorative wall panel is not full cutoff as defined in Section 9.02. The Planning Board should discuss the lighting concept in relation to the residential areas across the river to the east and the neighboring properties.

Additionally, the applicant has not included a photometric study studying the light intensity levels at the property line, or at 5 ft. beyond the property line as permitted for zero-lot-line buildings. The addition of 31 new light fixtures necessitates a photometric study to confirm appropriate light intensity levels. **The applicant must submit a photometric plan showing the light intensity levels 5 ft. beyond the property line.**

The applicant has now submitted a photometric plan demonstrating the proposed light intensity on the site. Article 4, Section 4.21 (E)(1) of the Zoning Ordinance states that the intensity of light on a site shall not 1.5 maintained foot-candles at any property line that abuts a non-residential zoning district. The light intensity shall be measured at 6' above ground level on a vertical plane. Additionally, the intensity of light on a site which provides a front setback of less than 5 ft. shall be measured from 5 ft. beyond the front property line. The photometric plan submitted shows illumination levels far exceeding 1.5 maintained foot candles on both the front and rear elevations. The light intensity is as high as 10.0 at roughly 6 ft. beyond the front property line at the front and as high as 11.6 in the rear at roughly the same distance.

The applicant must submit a revised photometric plan and associated lighting plan, or obtain a variance from the Board of Zoning Appeals.

7.0 Departmental Reports

7.1 Engineering Division – The Engineering Division has provided the following comments:

- The Engineering Division would like to see the grades of the existing elevations of the ground around the planned work area and all final grades to see how it will affect drainage.
- The applicant may be asked to address the failing retaining wall at the northeast side of the patio during the construction of the patio.
- A Soil Erosion Soil Control permit will be required for any work that disturbs the ground.
- The proposed ramp must be evaluated for ADA compliance.

7.2 Department of Public Services – The Department of Public Services has not submitted and comments at this time. All comments received will be shared with the Planning Board as they are received.

7.3 Fire Department – The Fire Department has not provided any comments at this time. All comments received will be shared with the Planning Board as they are received.

7.4 Police Department – The Police Department has no concerns at this time.

7.5 Building Division – The Building Division has provided the following Comments:

As requested, the Building Department has examined the plans for the proposed project referenced above. The plans were provided to the Planning Department for site plan review purposes only and present conceptual elevations and floor plans. Although the plans lack sufficient detail to perform a code review, the following comments are offered for Planning Design Review purposes and applicant consideration:

Applicable Building Codes:

- 2015 Michigan Building Code. Applies to all buildings other than those regulated by the Michigan Residential Code.
- 2015 Michigan Mechanical Code. (Residential requirements for mechanical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories

in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)

- 2015 Michigan Plumbing Code. (Residential requirements for plumbing construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- 2017 National Electrical Code along with the Michigan Part 8 Rules. (Residential requirements for electrical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)














Review Comments:

- The awning on the N. Old Woodward elevation cannot project over the sidewalk more than two-thirds the width of the sidewalk. (Building Code Section 3202.3.1)
- Encroachments into City Property on the East elevation require City Approval.
- The table and two chairs at the N/W corner of the outdoor dining area appear to encroach into the required length of the landing area of the exit stair door from the tenant space above. The length is required to be 44-inches. (Building Code Section 1010.1.6)
- A guardrail will be required on the open side of the ramp leading up to the exterior dining area where the ramp exceeds 30-inches in height from grade. (Building Code Section 1015.2)
- A fire suppression system may be required if the fire area exceeds the limits in Section 903.2.1.2 of the Building Code.

8.0 Design Review

As noted in the introduction, the overall exterior changes to the building are proposed to be relatively minor in nature. The front of the building will feature an updated entrance for the Vinewood bistro with a new door, wood frame/cladding, and an aluminum folded plate awning. Other changes to the front of the building are the painting of building trim, window frames and the exposed CMU, and a re-shingle of the existing black shingle roof. In the rear, the outdoor dining deck is proposed to be constructed of ~~CMU and exposed aggregate~~ **wood plank decking** with a wire mesh guardrail enclosure. The new entrance in the rear will mimic the front entrance with a new door and awning, and the existing openings in the rear, which formerly contained

windows, are now proposed to contain fixed wood framed bronze screen panels to create the semi-outdoor Winter Garden dining area. A full list of new materials and colors is as follows:

Material	Location	Color
Paint	Front façade building trim, side & rooftop CMU	
Stained Wood	Front door, wood cladding	
Aluminum	Front awning, decorative wall panel	
Concrete Masonry Unit	Rear patio	
Wood Plank Cladding	Patio knee wall	
Wood Decking	Patio, winter garden flooring	
Steel Tubing	ADA ramp handrails	
Welded Wire Mesh	Patio guardrail	
Bronze Mesh	Winter Garden screen panels	
Stained Wood	Rear entry door, mesh panel frames	
Copper Cladding	Ductwork shaft, decorative wall panel	
Canvas	Umbrellas	
Corrugated Metal	RTU screen wall	?
Aluminum	Table tops & chairs	
Glass	New exterior wall behind Winter Garden	?

Signage

The applicant is also proposing 2 new signs as a part of the exterior renovations for the new bistro. The first sign (Sign #1) is located on the front awning/canopy and the second sign (Sign #2) is located on south side of the new patio on the face of the CMU's **wood planks** that comprise the base of the patio. The principal building frontage measures 60 ft., which permits the building up to 60 sq. ft. of signage. The only existing sign on the building is for the first floor tenant, Kohler, which measures 18.5 sq. ft. leaving 41.5 sq. ft. of signage available for other tenants. Sign #1 is proposed to be cut out of the aluminum canopy valence and measures in at 1.3 sq. ft., while Sign #2 is constructed of 8 in. aluminum letters and measures in at 4 sq. ft., which brings the proposed combined sign area to 23.8 sq. ft. ($18.5 + 4 + 1.3 = 23.8$). Both signs are proposed to be illuminated, Sign #1 with internal LED's and Sign #2 with 3 architectural accent lights.

There are several issues with regards to signage. Sign #1's placement on the front canopy requires the sign to conform to the canopy sign rules, which state that the canopy valence may not exceed 18 in. in height, and the total signage may not exceed 33% of the canopy valence length. **The applicant has designed the canopy valence**

at exactly 18 in. in height, and the area of the lettering, at roughly 1.3 sq. ft., is below the 33% maximum required for canopy signs.

Sign #2 and its proposed location on the CMU's wood plank of the dining platform conflicts with Section 1.3 of the Sign Ordinance that states that no sign shall be erected or placed in the public right-of-way. Although the applicant will be seeking a lease from the City for the private use on public property, the property is still considered public and thus may not contain any signage.

Thus, **the applicant must revise the sign plan proposed to meet the requirements of the Sign Ordinance.**

9.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detailed and Scaled Site Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Land Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior Floor Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Photometric Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Colored Elevations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Specification Sheets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Samples	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Site & Aerial Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10.0 Bistro Criteria

Chapter 10, Alcoholic Liquors, section 10-82 provides a limitation on the number of Bistro Licenses that the City Commission may approve, and provides selection criteria to assist the Planning Board and City Commission in evaluating applications for Bistro Licenses. Section 10-82 states:

- (1) New establishments. Two (2) Bistro Licenses may be approved each calendar year to applicants who do not meet the definition of existing establishments as set forth in (a)(1) above. In addition to the usual criteria used by the city commission for liquor license requests, the commission shall consider the following non-exclusive list of criteria to assist in the determination of which of the new establishment applicants, if any, should be approved:

- a. The applicant's demonstrated ability to finance the proposed project.

- b. The applicant's track record with the city including responding to city and/or citizen concerns.
- c. Whether the applicant has an adequate site plan to handle the bistro liquor license activities.
- d. Whether the applicant has adequate health and sanitary facilities.
- e. The establishment's location in relation to the determined interest in the establishment of bistros in the Overlay District and the Triangle District.
- f. The extent that the cuisine offered by applicant is represented in the city.
- g. Whether the applicant has outstanding obligations to the city (ie property taxes, utilities, etc.).

The applicant demonstrated that they will be able to finance the project and maintains a good track record with the City throughout various other property ownerships in the City. The applicant also does not have any outstanding obligations to the City at this time. The bistro plans proposed provide an adequate space to carry out their liquor license activities with proper health and sanitary facilities. The proposed menu that features traditional American cuisine with Mediterranean twists is not over-represented in the area, and it would be the first bistro approved in the northernmost section of Downtown Birmingham.

11.0 Approval Criteria

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 nor 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.

In addition, Article 7, Section 7.26 requires applications for a Special Land Use Permit to meet the following criteria:

- (1) The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.
- (2) The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.
- (3) The use is consistent with the public health, safety and welfare of the city.
- (4) The use is in compliance with all other requirements of this Zoning Ordinance.
- (5) The use will not be injurious to the surrounding neighborhood.
- (6) The use is in compliance with state and federal statutes.

12.0 Recommendation

Based on a review of the site plan submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** to the City Commission the Special Land Use and Final Site Plan/Design Review application for 720 N. Old Woodward – Vinewood Bistro – with the following conditions:

1. The Planning Board approves/disapproves the outdoor dining patio encroachment into the right-of-way;
2. The applicant must enter into a lease agreement for the use of public property for the outdoor dining patio;
3. The applicant must resolve the issues with the dumpster placement on public property;
4. The applicant must submit a revised photometric plan and associated lighting plan, or obtain a variance from the Board of Zoning Appeals;
5. The applicant must revise the sign plan proposed to meet the requirements of the Sign Ordinance, or obtain a variance from the Board of Zoning appeals; and
6. The applicant must comply with the requests of all City Departments.

13.0 Sample Motion Language (*Final Site Plan & Design Review*)

Motion to recommend **APPROVAL** to the City Commission the Final Site Plan & Design Review for 720 N. Old Woodward – Vinewood Bistro – with the following conditions:

1. The Planning Board approves/disapproves the outdoor dining patio encroachment into the right-of-way;

2. The applicant must enter into a lease agreement for the use of public property for the outdoor dining patio;
3. The applicant must resolve the issues with the dumpster placement on public property;
4. The applicant must submit a revised photometric plan and associated lighting plan, or obtain a variance from the Board of Zoning Appeals;
5. The applicant must revise the sign plan proposed to meet the requirements of the Sign Ordinance, or obtain a variance from the Board of Zoning appeals; and
6. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review for 720 N. Old Woodward – Vinewood Bistro – pending receipt of the following:

1. The Planning Board approves/disapproves the outdoor dining patio encroachment into the right-of-way;
2. The applicant must enter into a lease agreement for the use of public property for the outdoor dining patio;
3. The applicant must resolve the issues with the dumpster placement on public property;
4. The applicant must submit a revised photometric plan and associated lighting plan, or obtain a variance from the Board of Zoning Appeals;
5. The applicant must revise the sign plan proposed to meet the requirements of the Sign Ordinance, or obtain a variance from the Board of Zoning appeals; and
6. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend the **DENIAL** to the City Commission the Final Site Plan & Design Review for 720 N. Old Woodward – Vinewood Bistro – for the following reasons:

1. _____
2. _____
3. _____

14.0 Sample Motion Language (*Special Land Use Permit*)

Motion to recommend **APPROVAL** to the City Commission the Special Land Use Permit for 720 N. Old Woodward – Vinewood Bistro – subject to the conditions of Final Site Plan & Design Review approval.

OR

Motion to **POSTPONE** the Special Land Use Permit for 720 N. Old Woodward – Vinewood Bistro – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to recommend **DENIAL** to the City Commission the Special Land Use Permit for 720 N. Old Woodward – Vinewood Bistro – for the following reasons:

1. _____
2. _____
3. _____

**Zoning Compliance Summary Sheet
Final Site Plan Review
720 N. Old Woodward – Vinewood Bistro**

Existing Site: 2-Story Commercial Building

Zoning: O2 (Office-Commercial), D2 (Downtown Overlay)

Land Use: Office/Commercial

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Commercial	Office/Commercial	Public Parking	Multiple-Family Residential
Existing Zoning District	O2 (Office Commercial)	O2 (Office Commercial)	PP (Public Parking)	R6 (Multiple-Family Residential)
Overlay Zoning District	D2	D2	N/A	N/A

Land Area: Existing: 0.16 ac.
Proposed: 0.16 ac.

Dwelling Units: Existing: 0 units
Proposed: 0 units

Minimum Lot Area/Unit: Required: N/A
Proposed: N/A

Min. Floor Area /Unit: Required: N/A
Proposed: N/A

Max. Total Floor Area: Required: N/A
Proposed: N/A

Min. Open Space: Required: N/A
Proposed: N/A

Max. Lot Coverage: Required: N/A

	Proposed:	N/A
Front Setback:	Required:	0 ft.
	Proposed:	0 ft.
Side Setbacks	Required:	0 ft.
	Proposed:	0 ft.
Rear Setback:	Required:	10 ft.
	Proposed:	5 ft. (no changes proposed)
Min. Front + Rear Setback	Required:	N/A
	Proposed:	N/A
Max. Bldg. Height:	Permitted:	56 ft.
	Proposed:	37 ft. (no changes proposed)
Min. Eave Height:	Required:	34 ft.
	Proposed:	Existing
Floor-Ceiling Height:	Required:	N/A
	Proposed:	N/A
Front Entry:	Required:	N/A
	Proposed:	N/A
Absence of Bldg. Façade:	Required:	N/A
	Proposed:	N/A
Opening Width:	Required:	N/A
	Proposed:	N/A
Parking:	Required:	0 off-street spaces (Parking Assessment District)
	Proposed:	0 off- street spaces
Min. Parking Space Size:	Required:	180 sq. ft.
	Proposed:	N/A
Parking in Frontage:	Required:	N/A
	Proposed:	N/A
Loading Area:	Required:	None
	Proposed:	None
Screening:		

Parking: Required: None
Proposed: None

Loading: Required: None
Proposed: None

Rooftop Mechanical: Required: Fully screened from public view
Proposed: Corrugated metal panels

The applicant must submit specification sheets for all new RTU's and the proposed height of the screening material to ensure full screening from public view.

Elect. Transformer: Required: N/A
Proposed: N/A

Dumpster: Required: 6 ft. masonry w/ wood gate
Proposed: 6 ft. masonry, no gate

The applicant must submit revised site plans and details with a fully screened dumpster enclosure with wood gates.