

**REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, JUNE 28, 2017
7:30 PM
CITY COMMISSION ROOM
151 MARTIN STREET, BIRMINGHAM**

- A. Roll Call
- B. Review and Approval of the Minutes of the regular meeting of **June 14, 2017**
- C. Chairpersons' Comments
- D. Review of the Agenda

- E. Old Business
 - 1. **2010 Cole Street – New mixed use building (partially demolished building)** – Request for Community Impact Study and Preliminary Site Plan review to allow the construction of a new three story mixed use building **(Postponed from May 24, 2017)**.

- F. Special Land Use Permit Review
 - 1. **211 S. Old Woodward (Birmingham Theater)** – Request for approval to serve alcoholic liquors in the existing theater operating under a Class C liquor license.

- G. Final Site Plan & Design Review
 - 1. **412 – 420 E. Frank Street (vacant office/restaurant)** – Request for Final Site Plan to allow construction of a new three story residential building.
 - 2. **211 S. Old Woodward (Birmingham Theater)** – Request for approval to serve alcoholic liquors in the existing theater operating under a Class C liquor license.
 - 3. **300 Hamilton Row (Commonwealth Café)** – Request for Final Site Plan Review to allow installation of a larger outdoor dining platform in the street.

- H. Pre-application Discussion
 - 1. **191 N. Chester - The First Church of Christ, Scientist** – Proposal to adapt and reuse the existing Church building for office use.

- I. Miscellaneous Business and Communications:
 - a. Communications
 - b. **Administrative Approval** Correspondence
 - c. Draft Agenda for the next Regular Planning Board Meeting **(July 12, 2017)**
 - d. Other Business

- J. Planning Division Action Items

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- a. Staff Report on Previous Requests
 - b. Additional Items from tonight's meeting

K. Adjournment

**CITY OF BIRMINGHAM
PLANNING BOARD ACTION ITEMS
OF WEDNESDAY, JUNE 14, 2017**

Item	Page
PUBLIC HEARINGS	
<p>1. AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM AS FOLLOWS:</p> <p>TO AMEND ARTICLE 03 DOWNTOWN OVERLAY DISTRICT, SECTION 3.04 (E) ARCHITECTURAL STANDARDS TO REQUIRE CLEAR GLAZING AT THE FIRST FLOOR FAÇADE;</p> <p>TO AMEND ARTICLE 03 TRIANGLE OVERLAY DISTRICT, SECTION 3.09, COMMERCIAL/MIXED USE ARCHITECTURAL REQUIREMENTS TO REQUIRE CLEAR GLAZING AT THE FIRST FLOOR FAÇADE;</p> <p>TO AMEND ARTICLE 04 DEVELOPMENT STANDARDS, SECTION 4.90, WN-01 (WINDOW STANDARDS) TO ALTER THE REQUIRED GLAZING ON COMMERCIAL BUILDINGS;</p> <p>TO AMEND ARTICLE 07 ARCHITECTURAL DESIGN REQUIREMENTS, SECTION 7.05, REQUIREMENTS TO REMOVE INCONSISTENT PROVISIONS; AND</p> <p>TO AMEND ARTICLE 9, SECTION 9.02, DEFINITIONS, TO ADD DEFINITIONS FOR CLEAR GLAZING AND LIGHTLY TINTED GLAZING.</p>	2
<p>Motion by Mr. Share Seconded by Ms. Lazar to recommend to the City Commission adoption of the proposed Ordinance changes to section 3.04 (E), section 3.09, section 4.90, section 7.05 and section 9.02 of the Zoning Ordinance to amend the glazing standards with the one modification discussed tonight.</p> <p>Motion carried, 6-0.</p>	3
<p>STUDY SESSION ITEMS</p> <p>1. Definition of Retail</p> <p>Motion by Ms. Whipple-Boyce Seconded by Ms. Prasad to set a public hearing date of July 12, 2017 at the Planning Board to consider the following ordinance amendments to Chapter 126, Zoning:</p> <p>1) Article 3, Section 3.04, Specific Standards, to amend the Downtown</p>	4

Item	Page
<p>Birmingham Overlay Standards to exclude community and personal service uses as permitted uses in the Redline Retail District; and</p> <p>2) Article 9, Section 9.02, Definitions, to add a definition for personal services, to amend the definition of commercial use to exclude personal services and to amend the definition of retail use to include retail bank branches and personal services.</p> <p>Motion carried, 5-0.</p>	<p>4</p> <p>8</p> <p>9</p>

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, JUNE 14, 2017
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on June 14, 2017. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Stuart Jeffares, Bert Koseck, Vice Chairperson Gillian Lazar, Janelle Whipple-Boyce, Alternate Board Members Daniel Share; Lisa Prasad

Absent: Board Members Robin Boyle, Bryan Williams; Student Representatives Ariana Afrakhteh, Isabella Niskar

Administration: Matthew Baka, Sr. Planner
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

06-108-17

APPROVAL OF THE MINUTES OF THE REGULAR PLANNING BOARD MEETING OF MAY 24, 2017

Mr. Share made the following changes:

Page 5 - He voted rather than Ms. Lazar who was recused from that vote.

Page 10 - He recused himself because of a conflict of interest.

Motion by Mr. Koseck

Seconded by Ms. Prasad to approve the Planning Board Minutes of May 24, 2017 as amended.

Motion carried, 5-0.

VOICE VOTE

Yeas: Koseck, Prasad, Jeffares, Lazar, Share

Nays: None

Abstain: Clein, Whipple-Boyce

Absent: Boyle, Williams

06-109-17

CHAIRPERSON'S COMMENTS

Chairman Clein announced the study session that will be held after the public hearing on glazing ends will not be the final determination on anything that has been discussed.

06-110-17

APPROVAL OF THE AGENDA (no change)

06-111-17

PUBLIC HEARINGS

1. AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM AS FOLLOWS:

TO AMEND ARTICLE 03 DOWNTOWN OVERLAY DISTRICT, SECTION 3.04 (E) ARCHITECTURAL STANDARDS TO REQUIRE CLEAR GLAZING AT THE FIRST FLOOR FAÇADE;

TO AMEND ARTICLE 03 TRIANGLE OVERLAY DISTRICT, SECTION 3.09, COMMERCIAL/MIXED USE ARCHITECTURAL REQUIREMENTS TO REQUIRE CLEAR GLAZING AT THE FIRST FLOOR FAÇADE;

TO AMEND ARTICLE 04 DEVELOPMENT STANDARDS, SECTION 4.90, WN-01 (WINDOW STANDARDS) TO ALTER THE REQUIRED GLAZING ON COMMERCIAL BUILDINGS;

TO AMEND ARTICLE 07 ARCHITECTURAL DESIGN REQUIREMENTS, SECTION 7.05, REQUIREMENTS TO REMOVE INCONSISTENT PROVISIONS; AND

TO AMEND ARTICLE 9, SECTION 9.02, DEFINITIONS, TO ADD DEFINITIONS FOR CLEAR GLAZING AND LIGHTLY TINTED GLAZING.

The public hearing opened at 7:34 p.m.

Mr. Baka recalled that the City Commission has held a public hearing and the Planning Board has held several study sessions to discuss the issue of window standards and examine potential changes to the Ordinance to address the concerns of the City Commission. As a result of those discussions, a general consensus was reached that prohibiting the tinting of first floor windows would promote the intent of creating a pedestrian friendly interactive condition in the commercial areas of the City.

There are three sections of the ordinance that dictate how glazing on buildings is regulated: the Downtown Overlay District (much of Downtown); the Triangle Overlay District (bound by Woodward Ave., Adams, and Maple Rd.); and all other commercial properties.

For the Downtown Overlay It is proposed to now allow clear glass on the first floor and light tinting on the stories above. It is also proposed that first-floor windows cannot be blocked by opaque materials or the backs of shelves. For the Triangle Overlay it is clarified that first-floor glazing shall be clear and that lightly tinted glazing is permitted on the upper floors. In all other commercial zones clear glazing is permitted on the first floor and lightly tinted on the floors above; and again the first-floor windows shall not be blocked with opaque materials or the backs of shelves. On elevations that are not a facade but also have a public entrance it is being considered that 30% clear glazing shall be provided between 1 and 8 ft. above grade as

opposed to the 70% that is required for the other facades. Further, blank walls of longer than 20 ft. on the ground floor facade shall not face a plaza, park, parking area, or public street. This provision is already included in the Downtown and Triangle Overlays. Also, openings above the first story shall be a maximum of 50% of the total facade area and windows shall be vertical in proportion. The proposal eliminates Article 07.05 B that requires 50% glazing on first-floor facades.

Finally, the reviewing body is given some flexibility in these areas, without forcing applicants to go before the Board of Zoning Appeals to acquire a variance.

Definitions for clear glazing, and lightly tinted glazing are proposed to be added to Article 09 section 9.02.

Ms. Lazar received clarification that buildings which already have a manually applied screening material to keep out sunlight are considered grandfathered in for the duration of the tenancy. Also, something that obstructs the view into the window would be considered a violation. Thirdly, blinds or shutters are permitted.

Mr. Share noticed in section 3.09 (Triangle Overlay) there was no reference to furniture blocking windows, whereas in sections 4.90 (Window Standards) and 3.04 (Downtown Overlay) there are those references. The consensus was to reduce restrictions in sections 4.90 and 3.04 to make them the same as section 3.09. Basically furniture and products would be removed from those sections.

At 7:45 p.m. no one from the public had a comment on window glazing.

Ms. Whipple-Boyce announced she is not supportive of permitting tinting on the upper floors and for that reason she will not support the proposal tonight.

Motion by Mr. Share

Seconded by Ms. Lazar to recommend to the City Commission adoption of the proposed Ordinance changes to section 3.04 (E), section 3.09, section 4.90, section 7.05 and section 9.02 of the Zoning Ordinance to amend the glazing standards with the one modification discussed tonight.

Mr. Koseck thought everyone will sense the benefit of the clear glass at the first floor and will not notice the slight tinting above.

There were no public comments on the motion at 7:49 p.m.

Motion carried, 6-0.

VOICE VOTE

Yeas: Share, Lazar, Clein, Jeffares, Koseck, Prasad

Nays: Whipple-Boyce

Absent: Boyle, Williams

The Chairman closed the public hearing at 7:50 p.m.

STUDY SESSION ITEMS

1. Definition of Retail

Mr. Share recused himself because of a conflict of interest. Ms. Lazar also recused herself based on her part ownership of a commercial building in Birmingham.

Chairman Clein reiterated this is not a public hearing. The only action the board could take tonight would be if they decided to set a public hearing. This board does not approve or deny any ordinance language, they only make a recommendation to the City Commission.

He explained that the City Commission has sent forth instructions to the Planning Board to study and provide a recommendation along with a directive for a particular course of action.

Ms. Ecker advised the Planning Board has been assessing this matter for probably six months or so. Specifically the City Commission directed the Planning Board to hold a public hearing on amendments to Article 3, section 3.04 (C) (6) of the Downtown Overlay District and the Redline Retail District to take away Community Uses and Personal Service Uses as permitted uses on the first floor. They also specifically directed the board to state what would be included in retail and to come up with the definitions of Personal Services and Community Uses.

This proposal clarifies exactly what uses would be allowed on the first floor within the Redline Retail District. This is what the City Commission has asked the Planning Board to consider as a temporary measure while the board further discusses the bigger picture of retail. It would halt some of the changes they have been concerned about in terms of the types of tenants that have been coming in on the first floor and the parking implications of those tenants.

Ms. Ecker advised that the Planning Division has been working with the City Manager and the Birmingham Shopping District ("BSD") to obtain all relevant data as to the current mix of uses on the first floor in the Redline Retail District and the changes to this mix that have occurred since the inception of the 2016 Plan in 1996. Discussion followed regarding information provided by the BSD data base regarding office uses on the first floor in the Redline Retail District.

Mr. Jeffares observed the proposal would be a temporary fix but it would turn into a permanent change if the board's study continues on for a long period of time.

Motion by Ms. Whipple-Boyce

Seconded by Mr. Koseck to add the following communications to the record:

- **Mr. Eric Wolfe in favor of the proposed ordinance changes;**
- **Mr. James Esshaki opposed;**
- **Mr. Rick Huddleston opposed.**

Motion carried, 5-0.

VOICE VOTE

Yeas: Whipple-Boyce, Koseck, Clein, Jeffares, Prasad

Nays: None

Recused: Lazar, Share

Absent: Boyle, Williams

At 8:09 p.m. the chairman invited members of the public to speak.

Mr. Richard Huddleston said he represents VS Birmingham Holdings, LLC, the owner of Birmingham Place which contains 108,000 sq. ft. of office and retail. It was noted that the portion of his building that fronts on S. Old Woodward Ave. is in the Redline Retail District. They are opposed to the ordinance proposal because they believe that landlords need more flexibility to deal with 21st Century retail. He wondered if Birmingham can sustain increasing the vacancy rate by 30 or 40% and still retain the viable Downtown that everyone knows and loves.

Mr. Peter Sobelton indicated he is a resident and also a commercial property owner in Birmingham. He highlighted what most recently occurred at Fairlane Towne Center where Lord and Taylor had a 250,000 sq. ft. location. That has been converted to office use for 1,500 Ford Motor Co. employees. There was an immediate increase in traffic and the most significant increase was at the food and beverage courts. He encouraged that people not be put in a position where they are forced into only one area of commerce; i.e., retail.

Ms. Rene Acho, resident and business owner in Birmingham, said to jeopardize the balance that Downtown has had for so many years could be detrimental. Everyone can remember what happened in 2008 and 2009 when all of the retailers went down and no one was there to take those spaces. That could again be an issue for all of us.

Mr. Bedros Avedian said he owns 261-275 E. Maple Rd., the Jos. A Bank Building. Also, he owns 297-323 E. Maple Rd. He went on to name a number of Downtown businesses that have failed. He has had to reduce rents but his taxes haven't gone down. That is a big hit on all of the real estate owners.

Mr. Ken Kajoian who lives on Lakepark and owns two buildings in the Redline Retail District thought the proposed plan does not allow for the diversity that is needed in Birmingham. He noticed that Hamilton is not in the Redline Retail District and that is not equitable. He agreed it is nice to have more retail, but with the dynamics of the economy and what is going on with retail, that is not viable right now.

Ms. Jeanette Smith was present on behalf of James Esshaki. She thought the board ought to take time to really understand the data and understand what could happen as others have said. Blanket rules open the door to some issues. She asked the board to consider Birmingham's realities, the market forces at work, and the retail landscape that is changing rapidly. Keep the landlords empowered to do what they do best.

Mr. Paul Chicorian said he is Executive Manager Director for Colliers International, a commercial real estate firm. Also he is a resident at 1076 Fairfax. He believes if this change were approved it would severely damage the City and its residents. During the slowdown buildings were empty and landlords couldn't get tenants. Now things are better, and it may seem like a good idea to switch everything to retail. But if the economy goes back into a slowdown which it inevitably will, Birmingham will have vacancies and ultimately Gypsy retails will come in and out. The present mix is ideal, so don't try to fix it.

Mr. Mark Alhermizi indicated he lives on Frank and has been a commercial tenant for the last ten years. He rents about 3,000 sq. ft. of office space in a commercially zoned building. He currently is looking for 6,000 sq. ft. and his options are extremely limited. This proposed change would only make it more difficult or impossible to attract more business prospects to this great town.

Mr. Dan Jacob noted he has been a broker in Birmingham for 28 years. He has done the majority of brokerage deals in town. It is the daytime population that co-exists with the residential that gives Birmingham its synergy. Services are needed from the people that work in town. It would be really devastating if the landlords' hands were tied so they didn't have flexibility that is reactive to the times. It is necessary to be cognizant of who wants to be here and who does not. He explained it isn't like retailers are knocking on our door, they don't have that urgency to come here.

Mr. Brian Najor said he owns several buildings Downtown. He wanted to echo everything he has heard tonight. It troubles him the board is trying to make a very important decision but doesn't have all of the facts. He has heard a lot about why this change shouldn't be done but hasn't heard a lot about why it should. Obviously more needs to be done in terms of studies. The proposal that has been discussed seems very counterintuitive. Everyone that has spoken tonight has provided evidence and facts and understands the market. He urged the City Commission to walk down the streets and talk to the owners, retailers, and the real estate brokers in order to educate themselves on where the market is today.

Mr. Dan Jacob spoke again to ask for a foot traffic study. That is very critical when you want to restrict uses to only retail and not allow quasi retail.

Chairman Clein clarified this volunteer board is not attempting to push a particular change up to the City Commission. The board was asked to start studying retail and its definition. That study would need to include all of the details that have been discussed this evening. The reason everyone is here tonight is that the City Commission passed a resolution specifically asking this board to do exactly what is at hand. The Planning Board is grappling with the same questions that the audience asks. What is the data; why are we doing this; all of these questions. The board is trying to work through a process that was specifically requested of them by the elected leaders who set policy.

Ms. Christine Jackson, the owner of Scandia Home, stated that she has lost the other two retail stores that are on her block. Now she doesn't get a lot of foot traffic. She is a destination store so people still tend to come. She proposed there will need to be some type of a compromise. Perhaps the Redline District could be narrowed down some more so all of the retailers are in context to one another. That way they will prosper and won't go out of business. Brick and mortar is different from on-line and there will always be people who want to come and experience what they are buying.

Mr. Richard Sherer stated that he presently owns 175-185 W. Maple Rd. and his sister has several stores on Pierce. His property at 185 W. Maple Rd. has been vacant for a year. That is his reality, and to further constrict restricts free enterprise and he is entirely opposed. He questioned what the ordinance proposes to do for building owners who have long-term skin in the game.

Mr. Matt Ferrill, CEO and founder of Core Partners, a commercial brokerage company, spoke. They property manage, broker, and advise on commercial real estate transactions throughout the State of Michigan. He is opposed to the intended implication. His company tries to educate their clients that flexibility, creativity and an open market are key when it comes to marketing and advertising commercial real estate space. Any limiting factors to that and further hampering will change the result of the market condition. The reason the vacancy factor in Birmingham is in the 6% range when you look at office, retail, and multi-family combined has nothing to do

with the rental rates, walkability, or urbanization; but has everything to do with being able to accommodate people coming in and out of town and the parking constraints.

Mr. Kevin Denha, the owner of 700 N. Old Woodward Ave. in the Redline Retail District as well as the building on Lincoln and Adams where Great Harvest Bread is located, added a couple of things. He thought any tweak to the ordinance needs to be analyzed very seriously and also questions why this is happening.

Mr. James Esshaki, Essco Development, said he owns three buildings that are all being affected by the proposed legislation: Park Plaza, Plaza of Birmingham, and the Wabeek Building. He noted the following:

- These buildings were purchased and built based on existing ordinances. If the City were to enforce the new ordinances, it would have a devastating effect on real estate. It would reduce the value of his holdings by 20 to 30%.
- He does not know of any retailer who wanted to come to this town that has been turned away.
- Birmingham is not a retail destination as large cities are. Large national tenants will not come here because it is not conducive to their type of product. So, chasing these people is like chasing moonbeams.
- If office tenants close down and people try to replace the spaces with retail, a lot of foot traffic will be lost across the City. The retail may have six or seven employees versus 100 or 150 office workers.
- There are spaces that would have to be made retail where retail could not fit, such as Google and Schecter. These will end up as permanent vacancies.

Chairman Clein announced he would not support the proposed amendment to restrict uses. The board has not had spent enough time having the detailed discussions and reviewing relevant data to support restricting uses in this way. However, the City Commission has directed the board to set a public hearing. At the joint Planning Board/City Commission meeting on Monday of next week he will be expressing his concerns about the process.

Mr. Koseck indicated the one comment he thought was brilliant was that maybe the Redline Retail District needs to be changed. He feels uncomfortable with pushing the proposal to a public hearing because he thinks it needs study. This matter can be discussed at the joint meeting.

Mr. Jeffares observed the amount of information that came out tonight was extremely helpful. Hopefully more information can be obtained from the BSD so the best possible choice can be made.

Ms. Ecker stated the direction from the City Commission is clear. The Planning Board should hold a public hearing, review it, and decide on a recommendation. Ultimately it will be up to the City Commission to make the final decision.

Ms. Whipple-Boyce thought the City Commission wants absolute clarity about what office is by today's standards. She feels it is important to get additional data on national trends along with information that will shed some light on this matter. For example, is retail dead? Or do online sales only make up 8%? For now it is clear to her that the City Commission has instructed this board to set a public hearing and she believes that should be done tonight.

Motion by Ms. Whipple-Boyce

Seconded by Ms. Prasad to set a public hearing date of July 12, 2017 at the Planning Board to consider the following ordinance amendments to Chapter 126, Zoning:

1) Article 3, Section 3.04, Specific Standards, to amend the Downtown Birmingham Overlay Standards to exclude community and personal service uses as permitted uses in the Redline Retail District; and

2) Article 9, Section 9.02, Definitions, to add a definition for personal services, to amend the definition of commercial use to exclude personal services and to amend the definition of retail use to include retail bank branches and personal services.

Public comments on the motion were heard at 9:20 p.m.

Mr. Brian Najor came forward again. He questioned if there is any mechanism to hold a town hall meeting. He noted this matter is being pushed down the road to the City Commission where, if the Commission decides, it could potentially pass very quickly and that is a big change. There needs to be some discussion and the City Commission needs to convince the board that this is the right thing to do and this is what needs to be passed. Ms. Ecker responded that the joint meeting next week is the best time for them to come together and have a discussion. Mr. Koseck added the public is welcome to come to that meeting next Monday.

Mr. James Esshaki said he thinks the public has spoken. Everybody was against the proposed amendment except for one person who was not 100% against or for. He doesn't know why so many additional meetings are needed.

Mr. Ken Kajoian said just as the 2016 Plan was crafted over a period of years, it is necessary to figure out how to craft this plan by implementing positive changes in certain areas. This is happening way too fast. On Monday night perhaps board members could talk about the key elements that need to be put together in terms of what other downtowns similar to Birmingham are doing; what is their makeup. Then, do these studies.

Mr. Richard Sherer added three retailers to the list of upcoming vacancies in town.

Mr. Bedros Avedian received clarification that if the changes are approved by the City Commission they would take effect seven days after publication in the newspaper and would restrict first-floor retail space to retailers, retail bank branches, beauty salons and other personal services, along with restaurant and bistro uses, artisan uses, and entertainment uses. These uses would not include business services, medical, dental, or mental health services. Mr. Avedian asked if he could lease to a live/work tenant in his building at Maple Rd. and Old Woodward Ave. if the ordinance amendment has not gone through yet. Ms. Ecker answered the tenant would have to sell either products or services to the public within the first 20 ft.

Motion carried, 5-0.

ROLLCALL VOTE

Yeas: Whipple-Boyce, Prasad, Clein, Jeffares, Koseck

Nays: None

Recused: Lazar, Share

Absent: Boyle, Williams

Chairman Clein thanked the public for its time and input.

06-112-17

MISCELLANEOUS BUSINESS AND COMMUNICATIONS

- a. Communications (none)
- b. Administrative Approval Correspondence
 - 277 W. Brown, Butler Heights Condo Assoc - Tear out and replace 24 x 90 driveway. Install new grates/drains in front of each garage. Tie in downspouts to storm drain. Pour concrete 4 in. thick to bring mix w/fiber mesh. Tear out and replace 7 x 24 approach, pour 6 in. thick.
 - 34915 Woodward Ave., Birmingham Roast - Railing installment for the site plan approval.
 - 280 W. Maple Rd., Wabeek Building - Re-roof high section of building with a PVC white Duro-Last roofing system using 50 mill deck sheets. Install 2pc metal fascia (5 in. face). Color of metal is ash gray which matches paint on north wall.
 - 300 Hamilton, Commonwealth Cafe - denied approval for a larger outdoor dining deck in front.
 - Mr. Baka noted that Mr. Duane Barbat, owner of the building at 33477 Woodward Ave. where U.S. Mattress is located, is asking for administrative approval to renew the same exact plan for redoing the parking lot that was previously approved by the board. Everyone was in agreement.
- c. Draft Agenda for the Regular Planning Board Meeting on June 28, 2017
 - 2010 Cole;
 - 211 S. Old Woodward Ave., Birmingham Theatre - Special Land Use Permit and Final Site Plan Review for a Theater Liquor License;
 - 412-420 E. Frank - Final Site Plan Review;
 - 300 Hamilton, Commonwealth Cafe - denied approval for a larger outdoor dining deck in front.
- d. Other Business (none)

06-113-17

PLANNING DIVISION ACTION ITEMS

- a. Staff report on previous requests (none)
- b. Additional items from tonight's meeting (none)

06-114-17

ADJOURNMENT

No further business being evident, the Chairman adjourned the meeting at 9:53 p.m.

Jana Ecker
Planning Director

DRAFT



MEMORANDUM

Planning Division

DATE: June 20th, 2017

TO: Planning Board members

FROM: Sean Campbell, Assistant Planner
Nicholas Dupuis, Planning Intern

APPROVED BY: Jana Ecker, Planning Director

SUBJECT: 2010 Cole St. – CIS & Preliminary Site Plan Review

I. INTRODUCTION

The subject site is a 0.77 acre parcel. The applicant has demolished a portion of an existing commercial building and is proposing to expand the first story and construct two additional stories above. The proposed first story of the building will have 10,230 sq. ft. of gross floor area and consist of retail, fitness, and enclosed private residential parking spaces; the second story will have 8,498 sq. ft. of gross floor area and consist of office space; and the third story will have 6,875 sq. ft. of gross floor area and consist of two residential units, giving the proposed building a grand total of 25,603 sq. ft.

The applicant is required to prepare a Community Impact Study in accordance with Article 7, section 7.27(E) of the Zoning Ordinance as they are proposing a new building containing more than 20,000 square feet of gross floor area.

On April 26th, 2017, the applicant appeared before the Planning Board for a CIS and Preliminary Site Plan review. A motion to accept the CIS for 2010 Cole St. was made and passed on 7 conditions:

- (1) Soil boring information within the building; the area of the building that was demolished in 2015; the footprints of the formers USTs; in the area of two former 20,000-gallon ASTs; and behind the building where exterior storage took place;**
- (2) Verification that contamination from neighboring property, 2006 Cole, has not migrated to the subject site;**
- (3) Storm water detention plans;**
- (4) Information on all life safety issues and Fire Dept. approval;**
- (5) Information on the proposed security system for approval by the Police Department;**
- (6) Elevator plans; and**
- (7) Plans demonstrating on-site bike racks.**

The Board postponed the Preliminary Site Plan review to the meeting on May 24th, 2017, which was then postponed again to the upcoming June 28th, 2017 meeting. The PSP review was postponed based on concerns about vehicle circulation in the parking lots (dead end lots causing cars to reverse back onto Cole) and a request from the Planning Board that the longer side of the building can be rotated to run along Cole Street, instead of facing the parking lot on the east portion of the property.

II. COMMUNITY IMPACT STUDY

As stated above, the applicant was required to prepare a Community Impact Study given the size of the proposed development. The Zoning Ordinance recognizes that buildings of a certain size may affect community services, the environment, and neighboring properties. The CIS acts as a foundation for discussion between the Planning Board and the applicant, beyond the normal scope of information addressed in the preliminary site plan review application. The Planning Board "accepts" the CIS prior to taking action on a Preliminary Site Plan.

A. Planning & Zoning Issues:

Use

The site is currently zoned MX Mixed-use and located in the Eton Road Corridor Rail District. The proposed retail, fitness uses, residential units, office space, and associated parking facilities are permitted principal and/or accessory uses in the MX Mixed-Use District in accordance with Article 2, Section 2.39 of the Zoning Ordinance.

Master Plan Compliance: Eton Road Corridor Plan

The subject site is located within the boundaries of the Eton Road Corridor Plan. The vision of the Eton Road Corridor Plan ("ERCP") is to encourage high density, multi-family residential uses mixed with new, small scale commercial uses in a scale that is compatible with the surrounding neighborhood to create an eclectic, mixed use district. The ERCP specifically encourages development that is visually compatible with the adjacent neighborhoods, uses quality architecture, and provides streetscape enhancement to improve pedestrian circulation within the district and through the district.

The ERCP also provides design guidelines to ensure that this vision is realized, including the following:

- Moving buildings close to the road with little or no front parking;
- Moving parking to the rear of buildings and providing screening;
- Providing entrance features to buildings, using high quality building materials and pedestrian-scaled building details;
- Encouraging landscaping between buildings and the road and the conversion of all interior area between buildings into landscaped open

space; and

- Encouraging lighting to accent architecture and improve the pedestrian environment while maintaining light levels that are compatible with neighborhood ambient light levels.

At this time, the proposed building will include first-floor retail and fitness uses, two leasable office spaces on the second floor, and two residential units on the third floor. The applicant is proposing a 9.47' setback from the front property line, creating a front walk to an adjoining public sidewalk for direct access to the building. Off-street parking has been designated on the east and west sides of the proposed development, which will be adequately screened from the street by a masonry screenwall and plantings. The applicant is proposing to use a tan-colored brick as the primary building material for the building and black metal siding, awnings, and railings for accent. A sidewalk is proposed between the west elevation and adjoining parking lot and connects to the front public sidewalk. Landscaping is also proposed between the building and the right-of-way. All proposed light fixtures will be of a black metal material that is compatible with other accent features on the building.

B. Land Development Issues:

The applicant has provided a survey of existing site conditions, including existing drainage. As demonstrated in the Boundary and Topographic Survey (Sheet 1 of the Preliminary Site Plan), the proposed development will make use of an existing sanitary line that runs underneath Cole Street and extends below the subject site, connecting to a catch basin in the parking lot.

The CIS includes a geotechnical investigation prepared by G2 Consulting Group, LLC dated December 12, 2016. While the report concludes that the building can be supported on conventional strip and spread footings, **it is noted that the existing fill soils are not suitable for the support of the proposed foundations. To resolve this issue, the investigation report has recommended that unstable or unsuitable areas be improved with additional compaction or removed and replaced with engineered fill.**

The CIS report also states that approximately 134 cubic yards of soil will be removed from the site due to construction of the building footings and parking areas. Approximately 134 cubic yards of sand will be delivered to the site for construction of the building pad and loading area. The applicant has added that the haul route for said materials will be determined by consultation with and approval from the City. **The applicant is required to provide a haul map.**

Based on the topographic information, site grades throughout the proposed development area appear to range from approximately 741.5 feet to 740 feet, sloping gently from east to west. Therefore, there are no steep slopes on-site.

ABF Environmental performed a Phase I environmental Site Assessment (ESA) for the subject site in December 2015. The report serves as a comprehensive

review of available records pertaining to the possible environmental conditions of the subject site. The following information was revealed:

- Historical records documenting that the property was occupied by a solvent warehouse and chemical company from 1954 until approximately 2003.
- Fire Department records indicating the issuance of permits for a total of 13 underground storage tanks (USTs), ranging from 2,000 to 10,000 gallons installed east and west of the subject building. A 1960 record demonstrating that two 20,000-gallon aboveground storage tanks (ASTs) (contents unknown) were installed outside the subject building.
- Recognized Environmental Conditions (RECs) associated with the former solvent warehouse and adjoining properties to the north-northeast, north-northwest, and west including factory, machine shop, and chemical company uses.

Following the findings of the 2015 Phase 1 ESA, a Ground Penetrating Radar (GPR) survey was performed by ABF in 2016. The purpose of the survey was to evaluate the potential for orphan USTs, paying particular attention to the areas east and west of the subject building. No evidence of UST's was identified in the GPR survey.

ABF Environmental performed a Phase II Environmental Site Assessment (ESA) for the subject site in April 2016, which consisted of seven soil borings. Soil samples were collected and analyzed to further evaluate the identified RECs. Concentrations of various petroleum and chlorinated VOCs and/or PNAs identified in the samples of the three soil borings exceeded cleanup criteria.

In August 2016, an update to the 2015 Phase I ESA was performed by PM Environmental. The Phase I ESA update revealed the following recognized environmental conditions (RECs) at the property:

- Based on the analytical results of the Phase I ESA, the subject property would classify as a "facility," as defined by Part 201 of PA 451 of the Michigan Natural Resources Environmental Protection Act
- **At this time, the applicant has not completed soil borings within the building; the area of the building that was demolished in 2015; the footprints of the former USTs, in the area of two former 20,000-gallon ASTs; and behind the building where exterior storage took place. The Phase 1 ESA report summary states that the potential exists for contamination to be present. The applicant is therefore required to collect and analyze soil within these areas to determine whether additional RECs are present. The applicant utilized Testing Engineers & Consultants, Inc. to conduct a review of the existing environmental assessment information for this property. General information from two subsurface investigations is given describing contamination over much of the site. The survey noted that the**

northern half of the property is more contaminated than the rest. The most significant soil contamination occurs generally from 8-20 feet below ground surface. Details on the contaminants and locations of sampling have been submitted by the applicant. The figures show that samples were taken inside the building and outside the building spread across the site. Samples were taken at the former site of the two 20,000 gallon UST's. The review of environmental factors also lead to a recommendation by the environmental consultants not to rotate the building 90 degrees to provide greater building frontage along Cole St., as this would create a far greater disturbance of contaminated soil.

- The west adjoining property, 2006 Cole, is a BEA site, as it hosted laboratory, manufacturing, chemical, and paint operations, which likely consisted of hazardous substance use. Subsurface investigations identified arsenic, lead, and bis(2ethylhexyl)phthalate in soil samples exceeding MDEQ criteria. **The Phase 1 ESA report summary states that based on the contamination identified within 2006 Cole, the potential exists for contamination to have migrated onto the subject property. The applicant will be required to provide more details on this matter at the time of Final Site Plan. The applicant has not submitted details on whether or not the contamination from 2006 Cole has spread onto the property in question, and consequentially there has been no mitigation strategy submitted if contamination did indeed occur. One soil boring sample was taken on the west side of the property close to the property line of 2006 Cole which yielded no value exceeding acceptable criteria, but more testing must be performed.**

On August 16, 2016, PM Environmental completed a scope of work consisting of the advancement of six soil borings, installation of one temporary monitoring well, and the installation of five temporary soil gas sampling points to assess the RECs identified in PM's Phase 1 ESA Update. The BEA summary states that exceeding VOC levels were exceeded in nine soil samples, one groundwater sample, and five soil gas samples. **The BEA concludes that the applicant is not a liable party for existing soil impacts as all the analytical results are based off current and previous data.**

C. Utilities, Noise and Air Issues:

The CIS indicates that DTE will be providing electricity to the site, Consumers Energy will be providing natural gas, and AT&T Communications will be providing telephone service. The CIS and attached site plan demonstrate that all existing utility easements are to remain as is. However, it was noted that should any existing private utilities and easements require modifications, the applicant would submit plans accordingly.

A Noise Impact Study was completed by TEC, Inc. The results of the noise study

state that the operation of the proposed development will not exceed the noise levels prescribed in Chapter 50, Division 4, Section 50-71 through 50-77 of the Birmingham City Code, as amended. The CIS states that given the proposed use of the development, its location in an urban setting, and the increase in vehicular traffic, it is expected that a minor increase in noise levels will impact adjacent properties. However, it was added that the noise generated by the development would likely not be any more of a nuisance than the nearby railway.

The applicant has stated in the CIS that this site is located in Southeast Michigan Air Quality District, with monitoring stations in the Pontiac, Rochester, Oak Park and Allen Park, as well as others in the district. This district has attained and surpassed the National Ambient Air Quality Standards for Carbon Monoxide, Nitrogen Dioxide, Ozone, Sulfur Dioxide and particulate matter less than 10 microns and has attained the standard for Annual and 24-hour Fine Particulates, but is awaiting that designation by the EPA. The applicant has stated that the proposed development will not impact air quality in the area, nor be particularly insensitive to air quality.

D. Environmental Design and Historic Values:

The applicant has indicated that no demonstrable destruction of natural or human-made features will take place, as the site has been blighted for several years and will only improve with the construction of the proposed development. Demolition entails eliminating the remaining portion of the existing one-story building. **The CIS states that the proposed three-story building is larger than the surrounding buildings which are all one story. However, the proposed building meets the Zoning Ordinance in all ways as to height and scale.** The proposed building will likely be the tallest building in the nearby area, but is expected to have limited impact on natural light and shadows on neighboring buildings. All loading area and trash receptacles will be hidden from public view. The submitted preliminary site plan shows plantings along the east lot line, on the parking lot bump-outs, and three new lawns with plantings abutting the right-of-way.

As of this submission, specific elements of the proposed development have not been designed yet, which include the roof, bike parking, and other amenities. However, the CIS indicates the following elements of the project that would be eligible for LEED points:

- The site is on a previously developed piece of land (SS Credit 1)
- The site is contaminated (SS Credit 3)
- The site is within a ½ mile of a train station (SS Credit 4.1)
- Bicycle racks can be provided to the project (SS Credit 4.2)
- Fuel efficient stations could be provided for parking (SS Credit 4.3)
- A high albedo roof could be provided (SS Credit 7.2)
- Tenant Handbooks for LEED elements could be provided (SS Credit 9)
- No potable water will be needed for landscaping (WE Credit 1)
- An enhanced commissioning could be undertaken for the building (EA

Credit 3)

The site is not listed on the National Register of Historic Places, nor is it on the City's list of historic sites. Review by the SHPO and HDC is not required. The CIS states that there are no properties or elements within the site plan boundaries that are historic. No properties in the surrounding area are on the Historic Register.

E. Refuse, Sewer and Water:

The proposed site plan demonstrates two dumpsters on site that are fully screened within a masonry enclosure with two wooden gates. The CIS indicates that a local waste management service will be utilized for the collection of solid and recyclable refuse from the site.

The CIS states that the existing waste water facilities in the area will be sufficient to service the proposed development. The CIS further states that the applicant will use low-flow faucets and toilets, along with Energy Star appliances wherever possible. The applicant has indicated that while the existing storm sewer systems have adequate capacity to serve the development, plans for a storm water detention system for storing runoff underground will be included in a later submission. **Storm water detention plans will be required at the time of Final Site Plan review.**

The CIS indicates, citing an Annual Water Quality Report from the City, that public water supply surpasses the EPA and MDEQ water quality standards. The proposed water service for the development will be designed in accordance with the location and elevation of the existing water main.

F. Public Safety:

The applicant has stated that the proposed development provides adequate access for police, fire and emergency vehicles from Cole Street. The CIS and the plans state that the site has two drive approaches along Cole Street that provide adequate vertical clearance and turn radii to the property for emergency vehicles and public safety purposes. In addition, the CIS states that the elevators in the building will accommodate a medical cart, stretchers and emergency equipment.

The CIS states that the proposed building shall be equipped with a monitored security system. **The applicant will be required to provide more information about the security system at the time of Final Site Plan review.**

The applicant has advised that the building will conform to all applicable Fire Codes for layout, hydrant coverage, and water connections. **The Fire Department will require further information to ensure that all life safety issues been addressed, including details on the fire suppression system, fire access, and the Knox Box. This was not provided in the CIS**

and will be required at the time of Final Site Plan review.

The applicant has indicated that one elevator will be installed in the proposed three story building. **No elevator plans have been submitted at this time and thus shall be required at the time of Final Site Plan to verify that it can accommodate a medical cart.**

G. Transportation Issues:

The CIS states that the proposed development directly connects to existing Rail District infrastructure and sidewalks, encouraging pedestrian mobility. The applicant has also indicated that there is adequate on-site parking as well as access to the Amtrak train station northeast of the site. In addition, the CIS states that the proposed development was designed to take advantage of the SMART system as evidenced by its proximity to a bus stop on S. Adams Rd. **It is of note that bus stops located on both E. Maple and 14 Mile are closer to the subject site than the one on S. Adams.** The applicant has also indicated that bike racks will be supplied on site to further encourage alternate forms of transportation. **The applicant will be required to submit plans demonstrating proposed bike facilities on-site at the time of Final Site Plan review.**

The applicant has provided a Traffic Impact Study prepared by Parsons Transportation Group, Inc. dated December 13, 2016. The transportation report concluded that the proposed development is not anticipated to have a significant impact on the operation of the adjacent roadway system. Specifically, the report revealed that the new vehicular traffic generated by the proposed development would generate about 35 additional AM peak hour trips and 68 additional peak hour trips over the prior use of the site.

The City's transportation consultant has provided their comments which are attached to this report. As noted by the transportation consultant, the trip generation analysis assumes that a restaurant will be one of the land uses in the building. However, that is not indicated on the plans as submitted or the parking calculation. The site as proposed does not provide adequate parking for a restaurant. **The applicant must clarify what the intended uses for the building will be. The applicant stated during the Planning Board meeting on April 26th, 2017 that a restaurant will not occupy the first floor of the development.**

H. Parking Issues:

The applicant is proposing a total of 55 off-street parking spaces in parking lots adjacent to the proposed development, of which four will be designated within two 2-car garages located at the east side of the proposed building. The proposed development exceeds the minimum parking requirement of 48 spaces. The applicant is also proposing one loading space in the west parking lot. A thorough discussion of the parking requirements is contained in the attached

Preliminary Site Plan report.

I. Natural Features:

The applicant has indicated that there will be little impact on natural features or bodies of water as a result of the proposed development, as the site is located in an urban area and the site is currently predominately impervious surface.

J. Departmental Reports

1. Engineering Division – The Engineering Department has no concerns relative to the CIS.
2. Department of Public Services – No comments have been received from DPS.
4. Fire Department – The Fire Department has no concerns with this project.
5. Police Department – The Police Department has no concerns with this project.
6. Building Division – The Building Division has provided their standard comments.

K. Summary of CIS:

The following issues remain outstanding with regards to the CIS:

- (1) Soil boring information within the building; the area of the building that was demolished in 2015; the footprints of the formers USTs; in the area of two former 20,000-gallon ASTs; and behind the building where exterior storage took place; **(Applicant has provided this information.)**
- (2) Verification that contamination from neighboring property, 2006 Cole, has not migrated to the subject site;
- (3) Stormwater detention plans;
- (4) Information on all life safety issues and Fire Dept. approval;
- (5) Information on the proposed security system for approval by the Police Department;
- (6) Elevator plans; and
- (7) Plans demonstrating on-site bike racks.

At this time, the applicant has submitted soil boring information at the specific locations requested by the Planning Division, but none of the other six conditions of approval have been met regarding the CIS.

L. Suggested Action:

No action on the CIS is required at this time.

Preliminary Site Plan Review

III. Preliminary Site Plan Review

Please see the attached Zoning Compliance Summary Sheet for detailed zoning compliance information.

1.0 Land Use and Zoning

- 1.1. Existing Land Use – A single story commercial building. A portion of the building was demolished by the previous owner.
- 1.2. Zoning – The subject property is zoned MX, Mixed-Use. The existing use and surrounding uses appear to conform to the permitted uses of the Zoning District.
- 1.3. Summary of Adjacent 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	Office, Commercial	Business, Commercial	Business, Commercial
Existing Zoning District	MX, Mixed-Use	MX, Mixed-Use	MX, Mixed-Use	MX, Mixed-Use

2.0 Setback and Height Requirements

The attached zoning summary analysis provides the required and proposed bulk, area, and placement regulations for the proposed project.

At this time, the applicant has not indicated the number of rooms in each proposed residential unit. **The number of rooms will be required at the time of Final Site Plan review to determine that all density and parking requirements have been met.**

The applicant has indicated at this time that the two leasable office units may be consolidated into one, which would be in excess of 6,000 sq. ft. in floor area. Therefore, the applicant should be advised that office spaces exceeding the

maximum floor area of 6,000 sq. ft. will be required to obtain a Special Land Use Permit (SLUP) in accordance with Article 2, Section 2.39 MX District.

The applicant is proposing a 9.47' setback from the frontage line, creating a front walk to the entrance. **The applicant must reduce the front yard setback so the building is at the frontage line. However, the Planning Board may allow the proposed setback if they find that it matches an adjacent preexisting setback or that the appropriate use of other design elements which define the street wall are used. The front setback of the adjacent preexisting building to the west is 0', and the front setback of the adjacent preexisting building to the east is 9.2', which is the same as the front setback proposed for 2010 Cole. Thus, the Planning Board may approve the proposed 9.2' front setback.**

The applicant is proposing the first story to have a finished floor-to-ceiling height of 11'. However, in accordance with Article 4, Section 4.81 (Structure Standards), A.9., the first floor space must have a 12' minimum clearance between the finished floor and finished ceiling. **Thus, the applicant must increase the first floor ceiling height to at least 12' or obtain a variance from the Board of Zoning Appeals. The revised plans show a second floor starting at 16 feet. This would imply that the first floor ceiling would be at least 12 feet high, but the plans are not clear if this will be true. The applicant will need to provide plans that show a first finished floor to finished ceiling height of a minimum 12 feet. The applicant has advised that they will comply with the minimum 12' finished floor to ceiling height on the first story.**

The proposed development meets all other bulk, area, and placement requirements.

On April 26th, 2017 the Planning Board discussed the possibility of rotating the development 90 degrees so that the major frontage would be along Cole St. and not the parking lot. The applicant's environmental consultants stated that rotating the building to place the long axis of the building parallel to Cole St. would involve a far greater disturbance of contaminated soil, and is not recommended. Extensive new footings/foundations would require additional excavation and landfilling of impacted soil, and possible dewatering of impacted groundwater.

3.0 Screening and Landscaping

- 3.1 Dumpster Screening – The applicant is proposing two dumpsters to be located in an enclosure at the rear lot line. The proposed masonry enclosure will fully screen the receptacles with a 7' 2" wall and two wooden gates in accordance with Article 4, Section 4.51 of the Zoning Ordinance. **The plans do not indicate the type or color of masonry proposed for the dumpster enclosure, and this will be required at**

Final Site Plan review.

- 3.2 Parking Lot Screening – The proposed plans demonstrate that the east and west parking lots will be screened from public view with a 36" high capped masonry wall in accordance with Article 4, Section 4.51 of the Zoning Ordinance. **However, the plans do not indicate the type of masonry proposed for the screen walls, although the rendering appears to show brick. The plans refer to a detail on the screen wall, but none is provided. The type and color of masonry will be required at Final Site Plan review.**
- 3.3 Mechanical Equipment Screening – No HVAC units have been indicated at this time. **The applicant will be required to submit rooftop plans and specification sheets at Final Site Plan to verify conformance to the screening provisions of the Zoning Ordinance.** The applicant is proposing one pad-mounted transformer at the southeast corner of the subject lot. **However, the applicant has not demonstrated that the transformer unit will be fully screened from public view and thus is required to do so at the time of Final Site Plan review.**
- 3.4 Landscaping – **A fully detailed landscape plan has not been provided at this time, and will be required at Final Site Plan review.**

In accordance with Article 4, Section 4.20 Landscaping Standards(G), the applicant is required 1 street tree for each 40 linear feet of frontage. The total frontage of the property is 185', requiring 4 street trees. The applicant does not meet this requirement as there are only two existing Honey Locusts planted within the right-of-way. **The applicant will be required to provide a total of 4 street trees in the right of way or obtain a waiver from the Staff Arborist or a variance from the Board of Zoning Appeals. The applicant has advised that they will provide the 2 additional street trees as required.**

In accordance with Article 4, Section 4.20, Landscaping Standards(E), the applicant is required to provide 1 deciduous and 1 evergreen tree as the proposed development contains two residential units. The applicant meets this requirement as the submitted plans demonstrate 34 Arborvitae plantings along the west lot line and 8 Honey Locust trees within the west parking lot. **The applicant will be required to verify that the size of the trees proposed at the time of planting meet the size requirements. No sizes are indicated on the landscape plan at this time.**

Parking Lot Landscaping – As the proposed parking lots are greater than 7,500 sq. ft., the applicant must meet the interior landscaping requirements per, Article 4, Section 4.20, Landscaping Standards (F). The proposed plans show two 8' x 22.5' interior planting areas each

containing two Honey Locust trees. Additionally, the applicant has demonstrated a row of 34 Arborvitae plantings along the west lot line and a strip of grass at the rear of the west parking lot. **Based on the 18,322 sq.ft. size of the parking areas, the applicant is required to have 916.1 sq.ft. of landscaping. A total of 1,438 sq.ft. of parking lot landscaping has been provided. The landscaped areas in the west parking lot are located in such a way as to break up the expanse of pavement. No landscaped areas are proposed within the east parking lot to break up the expanse of pavement.**

4.0 Streetscape

Currently, two Honey Locust trees are planted within the right-of-way directly in front of the proposed development site. The applicant has indicated that new 5' wide concrete sidewalk slabs will be installed to maintain a continuous public sidewalk along Cole St. **The applicant will be required to provide 4 Rail District pedestrian scale streetlights along Cole Street, spaced approximately 40' on center, in accordance with the streetscape standards. The applicant has advised that they will provide the 4 required pedestrian scale street lights.** The Planning Board may also wish to consider if addition street furniture such as benches and trash receptacles should be installed.

The proposed plans indicate that the undeveloped spaces between the parking lots and adjacent sidewalks will be planted with grass, as will the area between the curb and the sidewalk.

5.0 Parking, Loading and Circulation

- 5.1 Parking – The Zoning Ordinance, Per Article 4 Table A, requires 1 parking space for each 300 sq. ft. of commercial retail space, and 1 space for 550 sq. ft. of athletic club, health club/studio space. The applicant is proposing **4,485 sq. ft.** of leasable retail space and 3,127 sq. ft. of fitness space. The Zoning Ordinance requires 1 parking space for each residential with 2 or less rooms. The applicant is proposing two residential units with one room at this time. The Zoning Ordinance requires 1 parking space for each 300 sq. ft. of office space. **The proposed office space has now been reduced to 6,837 sq.ft., thus requiring the following parking spaces:**

4,485 sq. ft. of retail /300 sq. ft. = 14.16 =	15 spaces
3,127 sq. ft. of fitness /550 sq. ft. = 5.68 =	6 spaces
6,837 sq. ft. of office /300 sq. ft. = 22.8 =	23 spaces
2 one-room residential units * 1 =	2 spaces
Total required spaces: 46	

The applicant was previously proposing a total of 59 off-street parking spaces. **The applicant is now proposing a total of 53 parking spaces.** While the proposed development exceeds the minimum requirement of **46 spaces**, the applicant has not demonstrated that the proper calculation methods were used to determine the parking for each use. **The two residential units are shown as one room, but it is likely that the floor plans have not been finalized and thus are not shown at this time. The applicant will be required to provide a floorplan of the residential units to determine the number of parking spaces required at Final Site Plan review.**

As noted by the transportation consultant, the trip generation analysis assumes that a restaurant will be one of the land uses in the building. However, that is not indicated on the plans as submitted or the parking calculation. The site as proposed does not provide adequate parking for a restaurant. **The applicant must clarify what the intended uses for the building will be in order to determine if the parking requirement has been met. The applicant has advised that no restaurant uses are proposed in the building.**

- 5.2 Loading – In accordance with Article 4, section 4.24 of the Zoning Ordinance, 1 loading space is required for the proposed development as it contains 7,375 sq. ft. of commercial space. The applicant has indicated that one 12' x 40' loading space will be located at the rear of the west parking lot.
- 5.3 Vehicular Circulation and Access – The proposed development includes the addition of two new concrete approaches along Cole St. At this time, the applicant has not provided the width of the approaches and therefore will be required to at the time of Final Site Plan. Both vehicular circulation areas demonstrate sufficient space (in excess of 22' feet) for parking maneuvers, as well as clearly marked arrows for adequate ingress and egress to the parking area.

During the Planning Board meeting on April 26th, 2017, board members expressed displeasure with the circulation design of the parking lot. Both of the parking lots were designed to dead end, forcing cars who could not find a parking spot to back out all the way back onto Cole St. The applicant has resolved this by adding end-of-lane turn arounds at the rear of both parking lots where cars can turn around and proceed back to Cole St. driving forward. This has decreased the proposed parking spaces to 49.

- 5.4 Pedestrian Circulation and Access – The applicant has provided a sidewalk between the west elevation and adjoining parking lot which provides direct pedestrian access to the first floor retail uses. This sidewalk also connects to the front public sidewalk through a screen wall opening. An existing concrete surface will be kept at the rear of the lot to

provide pedestrian access from the west parking lot to the east lot where exterior trash receptacles will be stored. The applicant has indicated that new 5' wide concrete sidewalk slabs will be installed to maintain a continuous public sidewalk along Cole St.

6.0 Lighting

The applicant has submitted elevation drawings demonstrating the placement of the proposed luminaires for the subject site. **The applicant has not provided a photometric plan or complete lighting specification sheets, which will be required at Final Site Plan Review.** At this time, the applicant is proposing to use the following light fixtures:

- BEGA 66698, matte black powder coat, cylindrical light fixture containing an LED lamp. The applicant is proposing 53 of these cut-off light fixtures at various locations along the north, west, and east elevations of the building. The elevation plans demonstrate a rhythm of one these fixtures per wall separating a row of windows.
- TMS Lighting D16, matte black powder coat, exterior sign light fixture containing an LED lamp. The applicant is proposing to mount a series of these fixtures above each of the first floor commercial space doors and windows. All tenant signage will be illuminated by these fixtures.
- Lithonia Lighting LDN6 recessed downlight containing an LED lamp. The applicant has not indicated where these fixtures will be installed on the proposed development at this time.
- Lumiere WST LED, matte black, light fixture containing an LED lamp. The applicant is proposing to mount two of these fixtures above two entry doors along the east elevation, and one along the south elevation to illuminate the rear walkway.

A full lighting review will be conducted at the time of Final Site Plan review.

7.0 Departmental Reports

1. Engineering Division – The Engineering Department has **indicated that there comments remain the same as previously noted below.**

We have received and reviewed the plans for the proposed project dated October 12, 2016, located at 2010 Cole Avenue. Our comments on the plan are as follows:

1. The plans show the City sidewalk joint pattern being disrupted to coordinate with a front building plaza area. The existing property line and City joint pattern must be maintained for future repairs to the City

sidewalk.

2. Based on the survey, it appears that the existing storm sewer on the west parking lot has been maintained from previous construction, and the parking lot has been repaved. On the east side, it appears that concrete has been placed without any provision for drainage. We have the following comments regarding the sewer design:
 - It is not clear what condition the existing pipeline system is in. If the owner wishes to use the existing system, it shall be inspected with an internal sewer camera for City review. The City shall have the right to require repairs or changes if needed.
 - The concrete pavement on the east side has no defined drainage outlet. A storm sewer connection to the City sewer system will be required.
3. This project will require a Sidewalk & Drive Approach permit from the Engineering Department for the construction of the sidewalks and drive approaches along Cole Avenue. A Right-of-way permit may also be necessary if the storm sewer or building sewer needs to be replaced to accommodate the use on this site.
4. This project will require a Sidewalk & Drive Approach permit from the Engineering Department for the construction of the sidewalks and drive approaches along Cole Avenue. A Right-of-way permit may also be necessary if the storm sewer or building sewer needs to be replaced to accommodate the use on this site.

We have no comments relative to the CIS.

2. Department of Public Services – DPS has no concerns.
3. Fire Department – The Fire Department has no concerns with the proposed site layout. However, the applicant must maintain a minimum 20' aisle width in both parking lots for fire truck access.
4. Police Department – The Police Department has no concerns with this project.
5. Building Division – **The Building Division has not provided any updated comments on the revised plans.**

The following comments were received based on the former version of the site plan reviewed in April 2017:

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 Board and/or Design Review Board and applicant consideration:

1. The Michigan Building, Mechanical and Plumbing Codes have been updated to the 2015 editions. The building will need to be designed in accordance these editions of the codes rather than the 2012 editions listed in the construction documents.
2. The two tenant spaces on the second floor each have one exit to a common exit access corridor. Exit stairs are located at each end of the corridor. The maximum common path of egress travel within each of the tenant spaces will be 100 feet. The north tenant space could have an additional exit door to the corridor to keep the distance under the maximum. However, the south tenant space may need to be redesigned in order to comply.
3. The two residential units, exit access corridor and exit stairs on the third floor are configured the same as the office floor below. The maximum common path of egress travel distance within the residential units is 125 feet. The north space could have an additional exit door to the corridor to keep the distance under the maximum. However, the south space may need to be redesigned in order to comply.

8.0 Design Review

The proposed building consists of three stories arranged in a staggered formation. The flat rooftop above the first story will serve as a patio for the second story office space. The patio wraps around the north and western elevations, terminates at the exterior wall of the stairwell and lobby component, and resumes towards the right end of the west elevation. The third story will also include a patio formed by the flat rooftop of the second story, which also wraps around the north and west elevations of the building.

At this time, the applicant has provided elevation drawings, but specific detail and specification sheets on the materials have not yet been provided. The plans indicate that the applicant is proposing to utilize the following materials:

- Metal building panel
- Brick, common,
- Concrete masonry units

No glazing calculations for the first and upper floors have been provided and will be required at the time of Final Site Plan review, as will details and specifications on all proposed materials.

The Planning Division will reserve detailed comments regarding architectural standards and related issues for the Final Site Plan.

9.0 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.

10.0 Recommendation

Based on a review of the site plan revisions submitted, the Planning Division recommends that the Planning Board APPROVE the Preliminary Site Plan Review for 2010 Cole with the following conditions:

- 1. The applicant provide a floor plan indicating the number of rooms within the two residential units to ensure all density requirements have been met;**
- 2. The Planning Board approves the front setback as it matches the front setback of the adjacent preexisting building to the east;**
- 3. The applicant verify that the first story floor-to-ceiling finished height is at least 12' or obtain a variance from the Board of Zoning Appeals;**
- 4. The applicant submit rooftop plans and specification sheets for all proposed rooftop mechanical units and screening at Final Site Plan;**
- 5. The applicant submit a detailed landscape plan with the size of all plant material at the time of planting to verify size requirements have been met;**
- 6. The applicant add 2 street trees and 4 street lights or obtain a variance from the Board of Zoning Appeals;**

7. The applicant submit a photometric plan and specification sheets for all proposed light fixtures at Final Site Plan review;
8. The applicant provide a full list of building and screen wall materials and specifications sheets, as well as glazing calculations at Final Site Plan review; and
9. The applicant comply with the requirements of all City departments.

11.0 Sample Motion Language

Motion to APPROVE the Preliminary Site Plan Review for 2010 Cole with the following conditions:

1. The applicant provide a floor plan indicating the number of rooms within the two residential units to ensure all density requirements have been met;
2. The Planning Board approves the front setback as it matches the front setback of the adjacent preexisting building to the east;
3. The applicant verify that the first story floor-to-ceiling finished height is at least 12' or obtain a variance from the Board of Zoning Appeals;
4. The applicant submit rooftop plans and specification sheets for all proposed rooftop mechanical units and screening at Final Site Plan;
5. The applicant submit a detailed landscape plan with the size of all plant material at the time of planting to verify size requirements have been met;
6. The applicant add 2 street trees and 4 street lights or obtain a variance from the Board of Zoning Appeals;
7. The applicant submit a photometric plan and specification sheets for all proposed light fixtures at Final Site Plan review;
8. The applicant provide a full list of building and screen wall materials and specifications sheets, as well as glazing calculations at Final Site Plan review; and
9. The applicant comply with the requirements of all City departments.

OR

Motion to DENY the Preliminary Site Plan Review for 2010 Cole.

OR

Motion to POSTPONE the Preliminary Site Plan Review for 2010 Cole pending receipt of the following:

1. _____
2. _____

**Planning Board Minutes
April 26, 2017**

2. 2010 Cole St.

New mixed-use building (partially demolished building)

Request for Community Impact Study ("CIS") and Preliminary Site Plan Review to allow the construction of a new three-story mixed-use building

Ms. Lazar announced that she will be recusing herself for this hearing.

Mr. Baka advised the subject site is a 0.77 acre parcel. The applicant has demolished a portion of an existing commercial building and is proposing to expand the first story and construct two additional stories above. The proposed first story will have 10,230 sq. ft. of gross floor area and consist of retail, fitness, and enclosed private residential parking spaces. The second story will have 8,498 sq. ft. of gross floor area and contain office space; and the third story will have 6,875 sq. ft. of gross floor area and consist of two residential units, giving the proposed building a grand total of 25,603 sq. ft.

The applicant is required to prepare a Community Impact Study ("CIS") in accordance with Article 7, section 7.27(E) of the Zoning Ordinance as they are proposing a new building containing more than 20,000 sq. ft. of gross floor area.

CIS

It was noted that the following issues remain outstanding with regard to the CIS:

- (1) Soil boring information within the building; the area of the building that was demolished in 2015; the footprints of the former USTs in the area of two former 20,000-gallon ASTs; and behind the building where exterior storage took place;
- (2) Verification that contamination from the neighboring property, 2006 Cole, has not migrated to the subject site;
- (3) Storm water detention plans;
- (4) Information on all life safety issues and Fire Dept. approval;
- (5) Information on the proposed security system for approval by the Police Dept.;
- (6) Elevator plans; and
- (7) Plans demonstrating on-site bike racks.

Mr. Share received clarification that if it is discovered there is migrating contamination from the adjacent property the applicant must provide details on how it will be addressed.

Mr. Jason Krieger with Krieger Klatt Architects affirmed there will not be a restaurant on the ground floor. Mr. Labadie said he has no concerns with the applicant's traffic study. No one from the public wished to come forward to discuss the CIS at 10:28 p.m.

Motion by Mr. Share

Seconded by Mr. Koseck to accept the CIS as provided by the applicant for the proposed development at 2010 Cole St. with outstanding issues 1 - 7, except that item 2 read "Verification that the contamination from neighboring property at 2006 Cole has not migrated to the subject site; but if it has, the applicant report to the

Planning Board the nature of the contamination and the proposed method to address it."

Motion carried, 7-0.

There was no discussion from the audience on the motion at 10:29 p.m.

VOICE VOTE

Yeas: Share, Koseck, Clein, Jeffares, Prasad, Whipple-Boyce

Nays: None

Recused: Lazar

Absent: Boyle, Williams

Preliminary Site Plan Review

Mr. Baka explained the applicant is proposing a 9.7 ft. setback from the frontage line, creating a front walk to the entrance. The applicant must reduce the front yard setback so the building is on the frontage line. However, the Planning Board may allow the proposed setback if they find that it is appropriate. The applicant is proposing the first story to have a finished floor-to-ceiling height of 11 ft. However, in accordance with Article 4, Section 4.81(A)(9), Structure Standards, the first-floor space must have a 12 ft. minimum clearance between the finished floor and finished ceiling. **Thus, the applicant must increase the first floor ceiling height to at least 12 ft. or obtain a variance from the Board of Zoning Appeals ("BZA").**

Design Review

The proposed building consists of three stories arranged in a staggered formation. The flat rooftop above the first story will serve as a patio for the second-story office space. The third story will also include a patio formed by the flat rooftop of the second story. At this time, the applicant has provided elevation drawings, but specific detail or specification sheets on the materials have not yet been provided. Also, glazing calculations will be required at Final Site Plan Review. The plans indicate that the applicant is proposing to utilize the following materials:

- Metal building panel;
- Brick, common; and
- Concrete masonry units.

Mr. Baka summarized an e-mail received from Mr. Barry Meier, who is a tenant located across the street at 2139 Cole St.. Basically Mr. Meier states that the site has not been properly maintained for quite some time and he asks that it be tended to. Ms. Ecker noted the e-mail has been forwarded to Code Enforcement.

Motion by Mr. Jeffares

Seconded by Mr. Share to add the e-mail from Mr. Meier to the packet.

Motion carried, 7-0.

VOICE VOTE

Yeas: Jeffares, Share, Clein, Koseck, Prasad, Lazar

Nays: None
Abstain: Lazar
Absent: Boyle, Williams

Mr. Jason Krieger presented a quick PowerPoint that walked through the building and the site plan. They plan to encapsulate the slab because it is not feasible to demolish everything due to the environmental factors existing on site.

Mr. Koseck noticed that vehicles must back out of the dead end parking lots if there are no spaces available. It is unsafe to back out on Cole St. If the back of the building is clipped off, vehicles could loop around. He further suggested rotating the building 90 degrees to get more frontage on Cole St.

Chairman Clein agreed. He would like to see more of the building on Cole St. and he doesn't like the two dead ends that force vehicles to back up 200 ft. across a sidewalk and onto Cole St.

Mr. Krieger announced his intention to look into solutions for these issues.

Motion by Mr. Koseck

Seconded by Ms. Prasad to extend the meeting 15 minutes to 11:15 p.m.

Motion carried, 7-0.

Mr. Share said that a vapor barrier should be installed.

Mr. Krieger expressed his intention to consider an access easement for shared parking with the property to the west.

Motion by Mr. Share

Seconded by Mr. Koseck to postpone the CIS and Preliminary Site Plan Review for 2010 Cole St. to May 24, 2017.

Motion carried, 7-0.

ROLLCALL VOTE

Yeas: Share, Koseck, Clein, Jeffares. Prasad, Whipple-Boyce

Nays: None

Recused: Lazar

Absent: Boyle, Williams

**Zoning Compliance Summary Sheet
For Preliminary Site Plan Review
2010 Cole St. – Cold Street Holdings II, LLC**

Existing Site:

Zoning: MX, Mixed Use
Land Use: Vacant industrial building

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Retail, Commercial	Office, Commercial	Business, Commercial	Office, Commercial
Existing Zoning District	MX, Mixed-Use	MX, Mixed-Use	MX, Mixed-Use	MX, Mixed-Use

Land Area: existing: 33,518.37 sq. ft. (0.770 acres)
proposed: Same as existing

Minimum Lot Area: required: 1500 sq.ft. – 1 bedroom
2,000 sq.ft. – 2 bedroom
2,500 sq.ft. – 3 bedroom
proposed: TBD

At this time, the applicant has not indicated the number of bedrooms in each proposed residential unit. This information will be required at the time of Final Site Plan review.

Minimum Floor Area: required: 400 sq.ft. – efficiency unit
600 sq.ft. – 1 bedroom
800 sq.ft. – 2 bedroom
1000 sq.ft. – 3 bedroom
proposed: Residential units are 2,319 and 2,979 sq. ft.

At this time, the applicant has not indicated the number of bedrooms in each proposed residential unit. This information will be required at the time of Final Site Plan review.

Maximum Total Floor Area:	required:	100% (35,337sq.ft.) 6,000 sq. ft. for commercial, office, and service
	proposed:	76%; total of 25,624 sq. ft. which includes: <ul style="list-style-type: none">• The applicant has verified that the total area of office space is 6,837 sq. ft. However, the applicant has stated that the two office units may be consolidated into one.• 1 retail space: 4,248 sq. ft.• 1 fitness space: 3,127 sq. ft.

In accordance with Article 2, Section 40 MX District Development Standards, the maximum allowable floor area for a single office space is 6,000 sq. ft. The applicant has indicated at this time that the two leasable office units may be consolidated into one, which would be in excess of 6,000 sq. ft. If the applicant combines the two office spaces into one, they will be required to obtain a Special Land Use Permit (SLUP).

Minimum Open Space:	required:	N/A
	proposed:	N/A
Maximum Lot Coverage:	required:	N/A
	proposed:	N/A
Front Setback:	required:	Min 0' but Planning Board may adjust to an adjacent preexisting setback
	proposed:	9.47' (to match adjacent preexisting setback of building to the east)
Side Setbacks:	required:	0 ft. minimum
	proposed:	44' (to East), 79' (to West)
Rear Setback:	required:	10'
	proposed:	10' (to South)
Max. Bldg. Height:	permitted:	MX - 45' for flat roofs, 60 ft. including mechanical & 4 Stories
	proposed:	45' at the highest point (incl. 3' parapet)
Minimum Eave Height:	required:	0'
	proposed:	45'
First Floor Ceiling:	required:	12' minimum clearance finished floor to finished ceiling on first floor
	proposed:	unclear (but there is room for 12' finished floor to ceiling)

In accordance with Article 4, Section 4.81(A)(9), Structure Standards,, the first floor space must have a 12' minimum clearance between the finished floor and

finished ceiling. Thus, the applicant must verify that the first floor ceiling height is a minimum of 12' or obtain a variance from the Board of Zoning Appeals.

Front Entry:	required:	Principal pedestrian entrance facing frontage line, Planning Board may adjust.
	proposed:	9.4' from front lot line, facing Cole St.
Parking:	required:	Office 6,837 sq. ft. of office space = 23 parking spaces (1/300sq.ft.)
		Residential Two dwelling units (number of rooms unspecified) = 3 spaces; exception per Article, Section 4.50 reduces requirement to 2 spaces.
		Commercial 3,127 sq. ft. of fitness = 6 spaces (1/550sq.ft.)
		4,485 sq. ft. of leasable retail space = 15 spaces (1/300sq.ft.)
		Total required spaces: 46
	proposed:	53
Loading Area:	required:	one
	proposed:	One 12' x 40' loading space in rear of parking lot
Screening:		
<u>Parking:</u>	required:	32" Screenwall in front of parking facility that abuts any street.
	proposed:	masonry screen wall, no detail provided
The applicant must provide the height and material of the parking screen walls to verify all requirements have been met.		
<u>AC/Mech. units:</u>	required:	Screening to complement the building
	proposed:	No mechanical units proposed at this time. A rooftop plan and spec sheets will be included in a later submission to demonstrate conformance to screening provisions.
The applicant is required to submit rooftop plans and specification sheets to verify that all mechanical units will be adequately screened in accordance with Article 4, Section 4.51(C)(8), Screen wall Standards, of the Zoning Ordinance.		
<u>Elect. Transformer:</u>	required:	Fully screened from public view.
	proposed:	Submitted plans do not demonstrate adequate screening for the proposed transformer.

The applicant will be required to fully screen the proposed pad mounted transformer unit from public view in accordance with Article 4, Section 4.54(C)(5) of the Zoning Ordinance.

<u>Dumpster:</u>	required:	6' high capped masonry wall with wooden gates
	proposed:	6' masonry enclosure with wooden gates

The applicant must provide the height and material of the dumpster enclosure to verify all requirements have been met.

2010 Cole St.
Birmingham, MI

Cole Street Holding II
102 Pierce Street
Birmingham, MI 48009

Krieger | Klatt Architects Inc.
1412 E. 11 Mile Rd.
Royal Oak, MI 48067
P.248.414.9270.
F.248.414.9275

Land Specialists
22070 S. Nunneley
Clinton TWP, MI
P.586.741.5897

The registered design professional is Jason Krieger, Architect

These Construction Documents were prepared for compliance with the Michigan Construction Codes in effect at time of permit submittal. All engineers, contractors and suppliers involved with this project and/or Birmingham Construction Boards of Appeals ruling and whenever required shall provide Shop Drawings and Submittals Clearly describing compliance to the Registered Design Professional in Responsible Charge for review and approval.

Deferred submittal items shall include:
Sprinkler shop drawings, interior finish flame spread and smoke development requirements.

The fire suppression system in the building shall comply with NFPA 13 documents shall be designed by others, reviewed and approved by architect.

All work is to comply with 2012 **Michigan** Building, 2012 **Michigan** Mechanical Code, 2011 **Michigan** Electrical Code, 2012 **Michigan** Plumbing Code and ASHRA E Standard 90.1-2007

1. Demolition of part of an exist. one story structure
2. New 3 - story addition
3. New 2 - story addition on portion of exist. one story building to remain
4. Repair * Re-stripping of exist. parking lots



RESIDENTIAL	
EXCEPTION 4.50	
<u>2 UNITS / 1.25 SPACES PER UNIT</u>	<u>= 2.5 SPACES</u>
EXCEPTION 40.50 REDUCES SPACES TO 1 PER UNIT	= 2.0 SPACES

OFFICE
6,837 SQ.FT. / 300 SQ. FT. = 22.8 SPACES

RETAIL
4,248 SQ.FT. / 300 SQ. FT. = 14.16 SPAC

FITNESS
3,127 SQ.FT. / 550 SQ. FT. = 5.68 SPACES

TOTAL SPACES REQUIRED:	= 45 SPACES
TOTAL SPACES PROVIDED:	= 49 SPACES

(1) 40'-0" x 12'-0" LOADING SPACE - WEST PARKING LOT

1. INTERIOR LANDSCAPING AREAS THAT TOTAL NOT LESS THAN 5% OF THE TOTAL PARKING LOT INTERIOR AREA
2. EACH INTERIOR PLANTING AREA SHALL BE AT LEAST 150 SQ.FT. IN SIZE AND NOT LESS THAN 8 FEET IN ANY SINGLE DIMENSION
3. THERE SHALL BE AT LEAST 1 CANOPY TREE FOR EACH 150 SQ.FT. OF FRACTION THEREOF OF INTERIOR PARKING AREA REQUIRED
4. THE INTERIOR PLANTING AREAS SHALL BE LOCATED IN A MANNER THAT BREAKS UP THE EXPANSE OF PAVING THROUGHOUT THE PARKING LOT INTERIOR

18,322 (.05) = 916.1 SQ.FT. OF LANDSCAPING REQUIRED

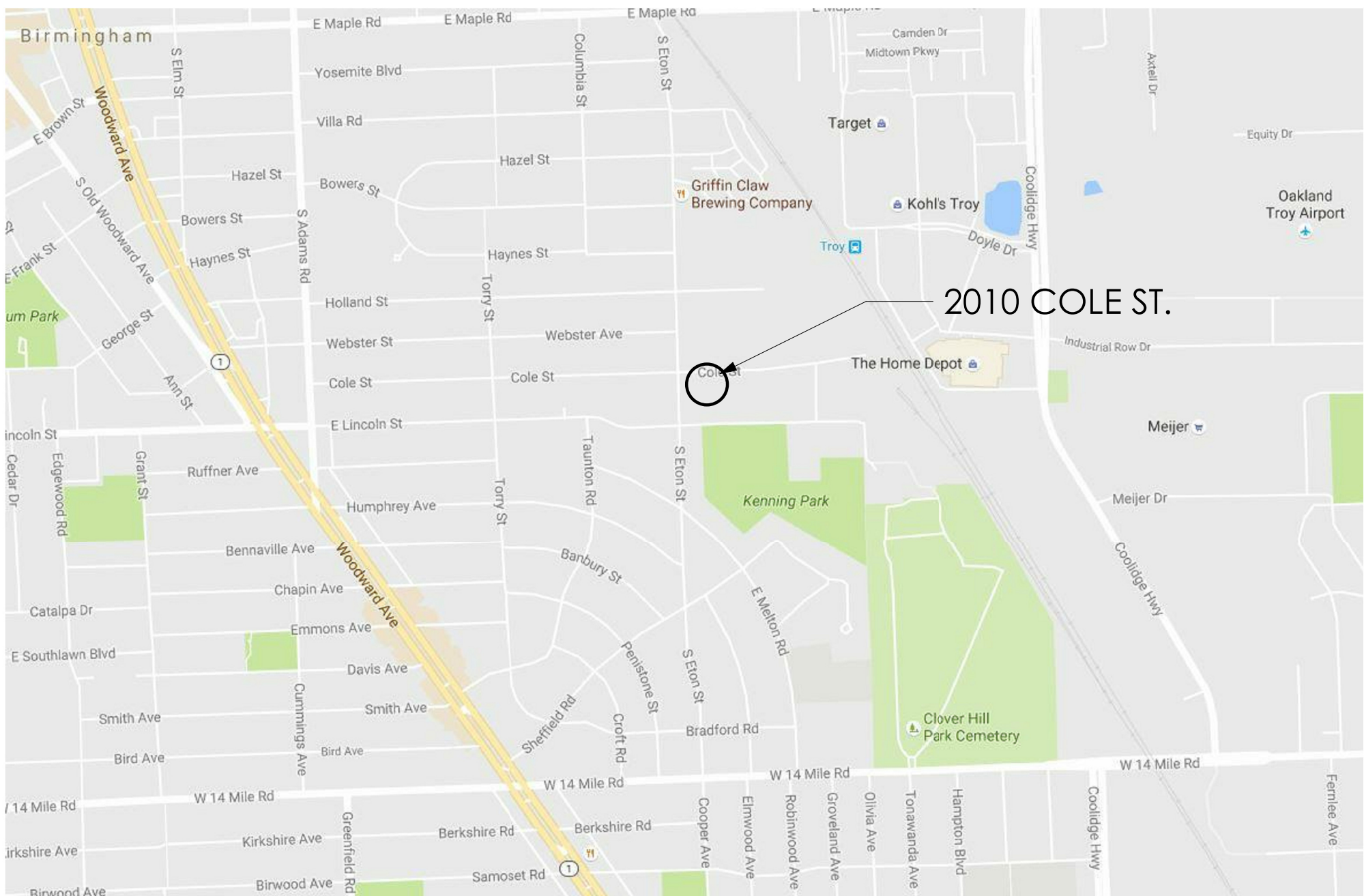
1,438 SQ.FT. OF LANDSCAPING PROVIDED

FIRST FLOOR -	10,235 SQ.FT.
SECOND FLOOR -	8,513 SQ.FT.
THIRD FLOOR -	6,876 SQ.FT.
TOTAL -	25,624 SQ.FT.

Sheet No	Title
G.001	Cover Sheet
G.006	Isometric Views

Sheet No.	Title
1	Boundary & Topography
C.100	Architectural Site Plan
C.101	Site Details
C.102	Photometric Site Plan

Sheet No	Title
A.100	First Floor Core & Shell Plan
A.101	Second Floor Core & Shell Plan
A.102	Third Floor Core & Shell Plan
A.200	Exterior Elevations
A.300	Building Sections
A.400	3D Rendering
A.401	3D Renderings



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architecture interiors consulting

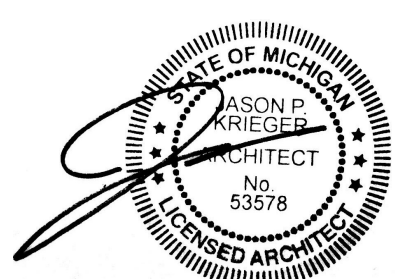
1412 E. 11 Mile Rd. | Royal Oak, MI 48067
P: 248.414.9270 F: 248.414.9275
www.kriegerklatt.com

Cole Street Holdings 2
102 Peirce Street
Birmingham, MI 48009

Addition / Renovation

[illegible]

Seal:



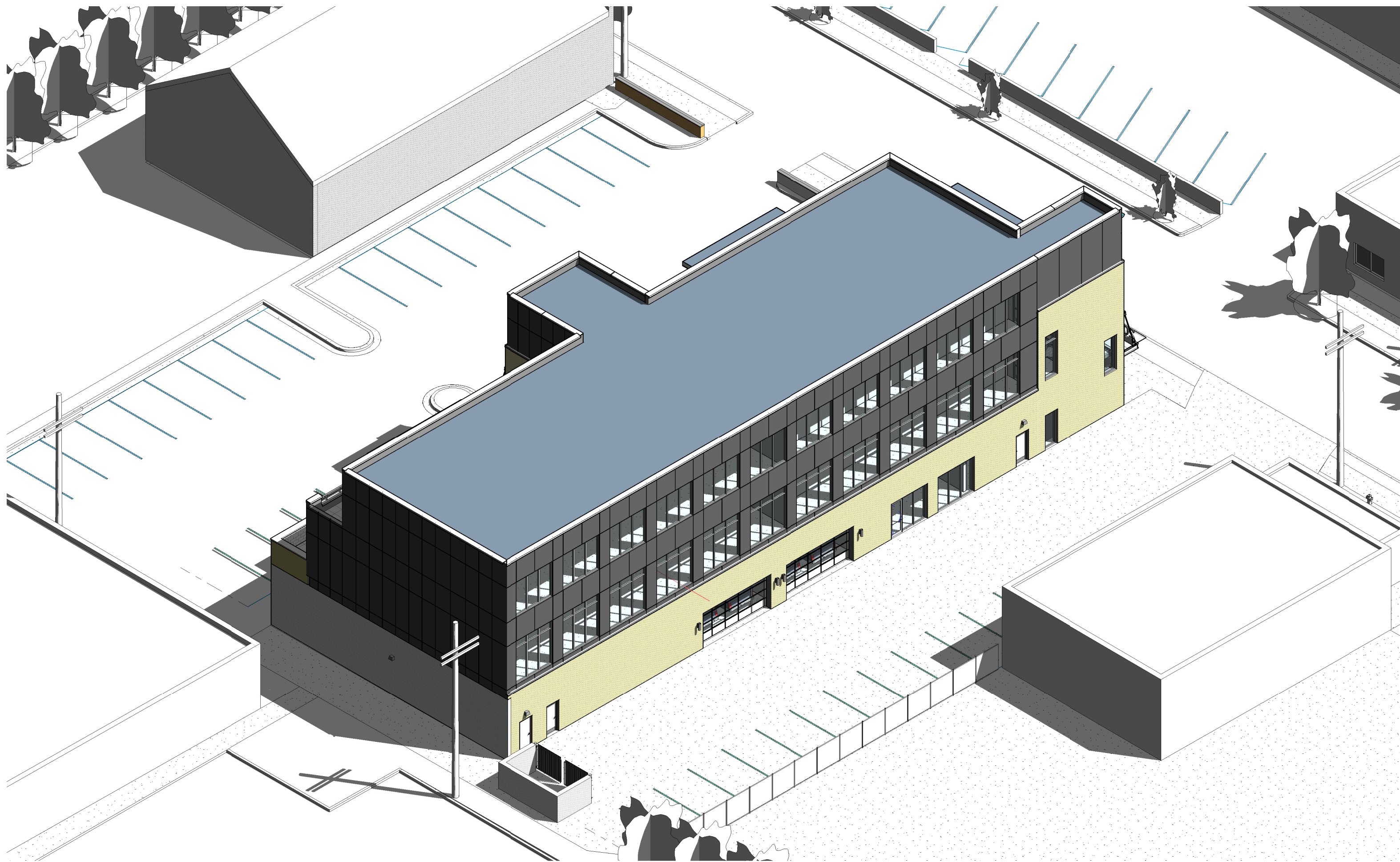
Do not scale drawings. Use
calculated dimensions only.
Verify existing conditions in
field.

North Arrow:

Cover Sheet

16-16

G.001



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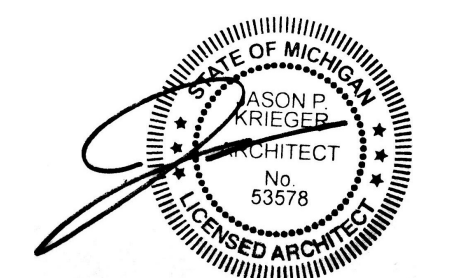
Client: _____
Cole Street Holdings 2
102 Peirce Street
Birmingham, MI 48009

Project:

Addition / Renovation
2010 Cole St.
Birmingham, MI

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Seal:



Note:

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Verify existing conditions in field.

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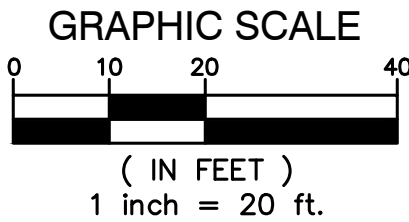
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Isometric Views

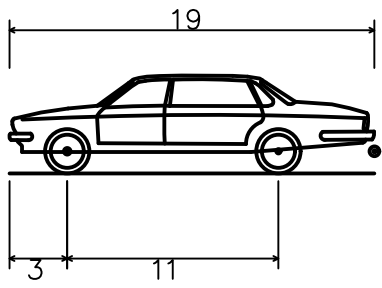
Project Number: _____
16-161

Sheet Number:

G.006



ISSUE DATE	ISSUED FOR
10/20/2016	50% REVIEW
6/20/2017	SITE PLAN REVIEW
DRAWN	JA
CHECKED	
APPROVED	JA



P – Passenger Car
Overall Length
Overall Width
Overall Body Height
Min Body Ground Clearance
Track Width
Lock-to-lock time
Curb to Curb Turning Radius

19.000ft
7.000ft
5.103ft
1.117ft
6.000ft
4.00s
24.000ft

CREATIVE SITE
SOLUTIONS, PLC

CIVIL ENGINEERING
& SITE DESIGN

3728 NASH DRIVE
TROY, MI 48063
248 259 2023
888 248 3520
jarnold@creative-site-solutions.com

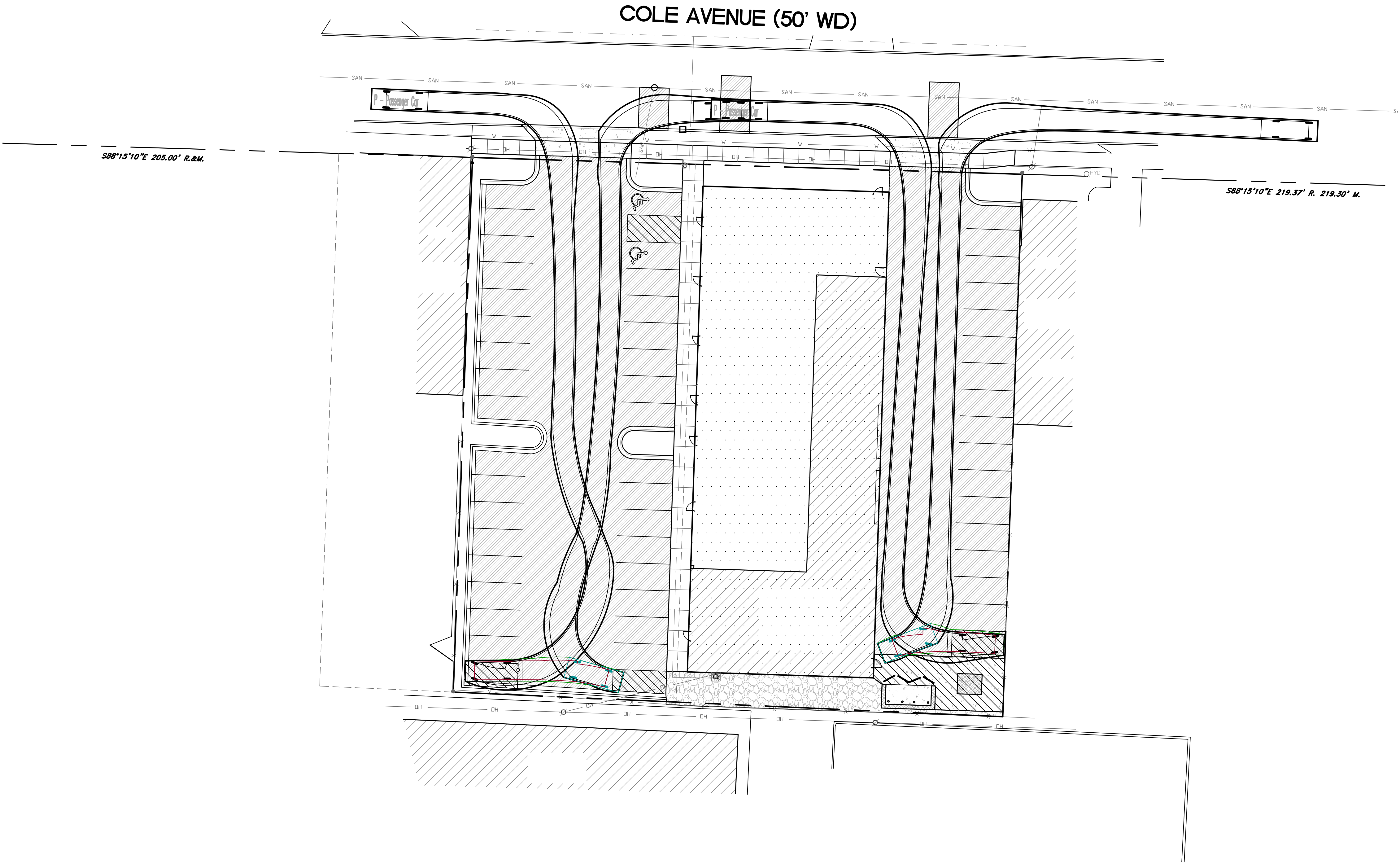
PROJECT
Addition/Renovation

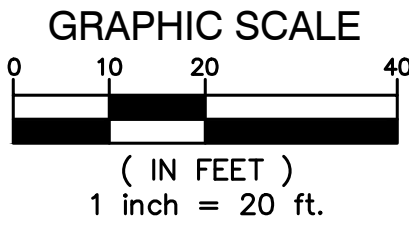
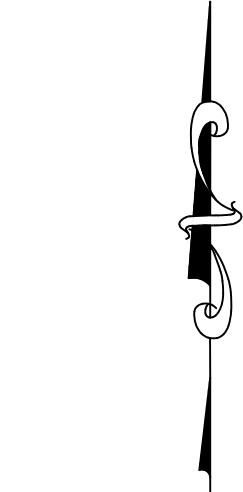
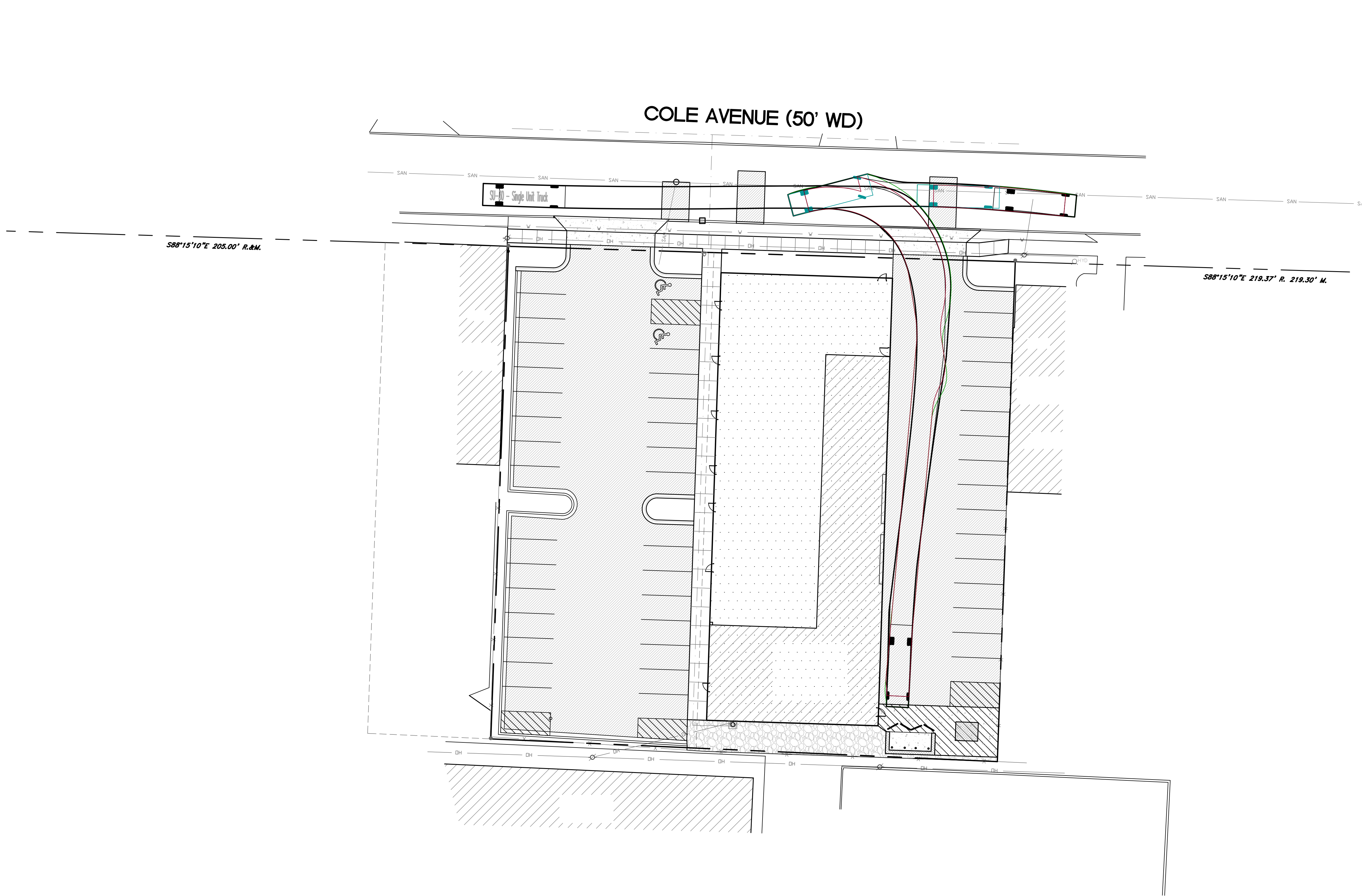
2010 Cole Street
Birmingham, Michigan

SHEET
Passenger Car
Movement Plan

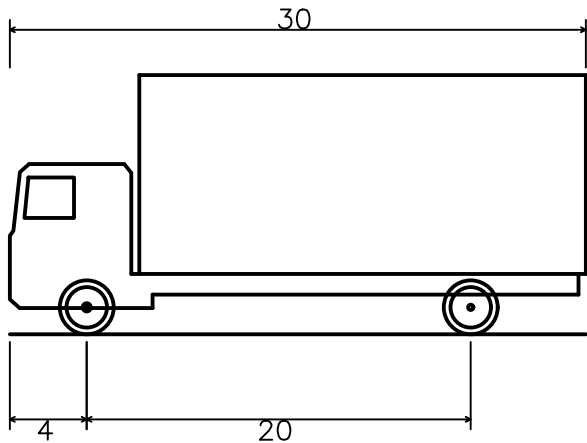
PROJECT NUMBER
JA1613

SHEET NUMBER
C1.x1





ISSUE DATE	ISSUED FOR
10/20/2016	50% REVIEW
6/20/2017	SITE PLAN REVIEW
DRAWN	JA
CHECKED	
APPROVED	JA



SU-30 - Single Unit Truck
Overall Length 30.000ft
Overall Width 8.000ft
Overall Body Height 13.500ft
Min Body Ground Clearance 1.367ft
Track Width 8.000ft
Lock-to-lock time 5.00s
Max Steering Angle (Virtual) 31.80°

30.000ft
8.000ft
13.500ft
1.367ft
8.000ft
5.00s
31.80°

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CIVIL ENGINEERING
& SITE DESIGN

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PROJECT
Addition/Renovation

2010 Cole Street
Birmingham, Michigan

SHEET
Delivery Truck
Movement Plan

PROJECT NUMBER
JA1613

SHEET NUMBER
C1.x2

COLE AVENUE 50' WIDE



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Client:
Cole Street Holdings 2
102 Pierce Street
Birmingham, MI 48009

Project:
Addition / Renovation
2010 Cole St.
Birmingham, MI

Issued:
10-05-16 SPA
10-12-16 SPA Resubmittal
06-19-17 SPA Resubmittal

Seal:

Note:
Do not scale drawings. Use
calculated dimensions only.
Verify existing conditions in field.

North Arrow:

Sheet Title:
Architectural /
Landscape
Site Plan

Scale:
1" = 10'

Project Number:
16-161

Sheet Number:

C.100



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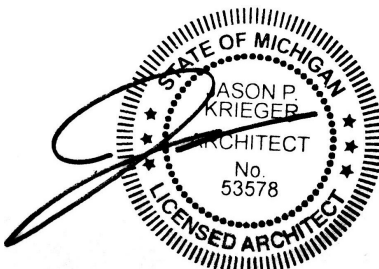
Client: _____
Cole Street Holdings 2
102 Peirce Street
Birmingham, MI 48009

Project:

Addition / Renovation
2010 Cole St.
Birmingham, MI

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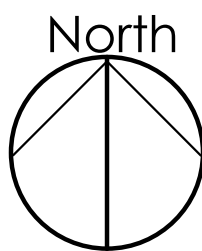
Seal:



Note:

Do not scale drawings. Use
calculated dimensions only.
Verify existing conditions in field.

North Arrow:



Sheet Title: _____

First Floor Core &
Shell Plan

Project Number: _____
16-161

Sheet Number:

First Floor Core & Shell Plan

A.100





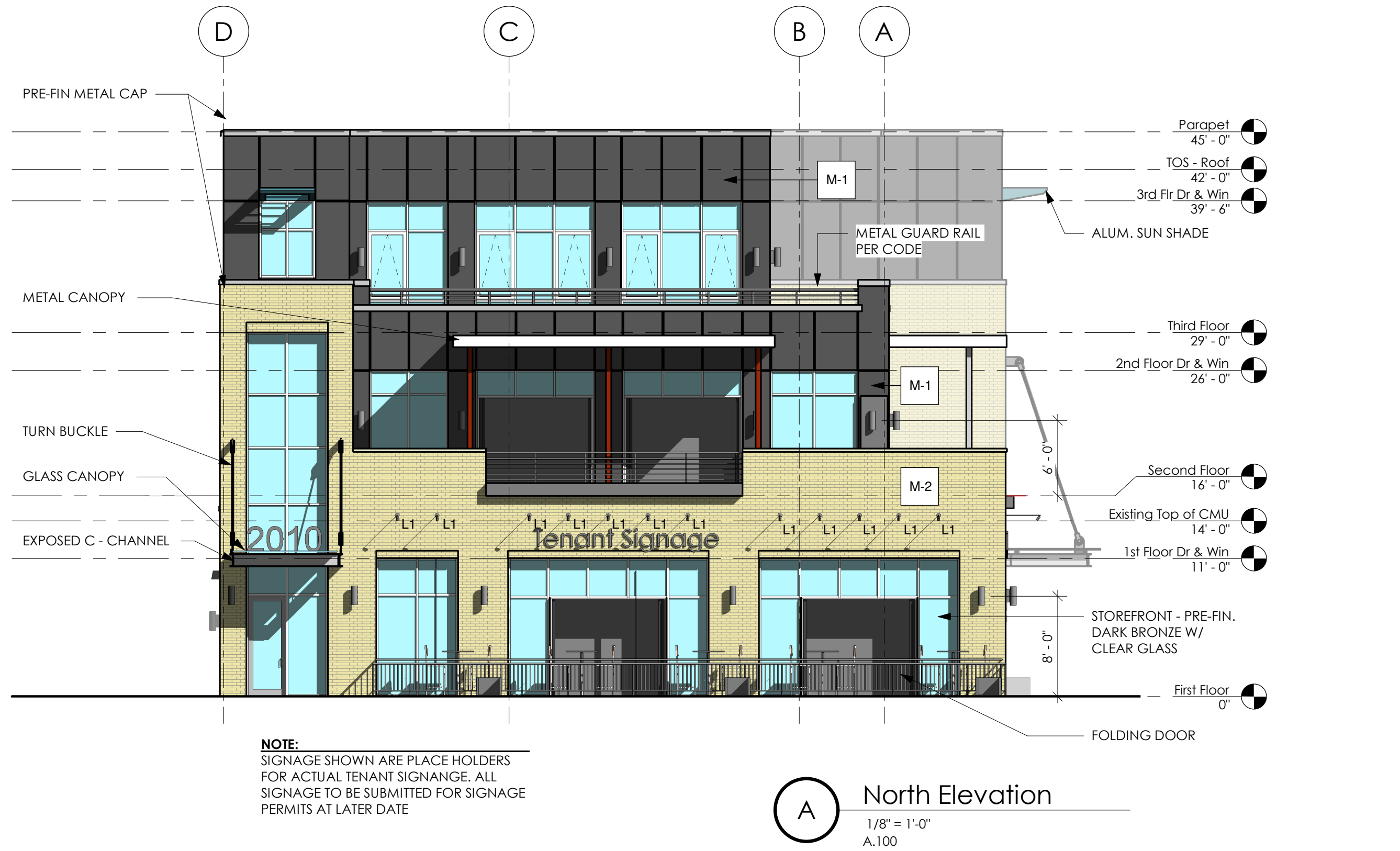


Wall Mounted Light Fixture 'L2'

Wall Mounted Light Fixture 'L3'

Architectural elevation drawing of a three-story building facade. The drawing shows a modern design with large glass windows and doors. Key features include a metal pergola on the roof, aluminum sun shade, metal guard rail, folding doors, and tenant signage. The building is divided into sections labeled 1 through 7. The ground floor is labeled "2010 OFFICES" and "Tenant Signage". The second and third floors are labeled "M-1" and "M-2". The drawing includes dimensions for various elements: Parapet (45'-0"), TOS - Roof (42'-0"), 3rd Flr Dr & Win (39'-6"), Third Floor (29'-0"), 2nd Floor Dr & Win (26'-0"), Second Floor (16'-0"), Existing Top of CMU (14'-0"), 1st Floor Dr & Win (11'-0"), and Storefront - Pre-Fin. Dark Bronze w/ Clear Glass (8'-0").

NOTE:
SIGNAGE SHOWN ARE PLACE HOLDERS
FOR ACTUAL TENANT SIGNAGE. ALL
SIGNAGE TO BE SUBMITTED FOR SIGNAGE
PERMITS AT LATER DATE



North Elevation

1/8" = 1'-0"
A.100

Exterior Material Schedule				
Mark	Material	Manufacturer	Finish / Color	Description
M-1	Metal Building Panel	TBD	TBD	TBD
M-2	Brick, Common	TBD		TBD
M-3	Concrete Masonry Units	Exist to remain	Exist. to remain	Exist. to remain

Exterior Lighting Fixture Schedule

Type Mark	Description	Manufacturer	Model	Lamp	Finish	Comments	Count
	Recessed Downlight	Lithonia Lighting	LDN6	LED			24
L1	EXTERIOR SIGN LIGHTING	TMS Lighting	D16	LED			46
L2	EXTERIOR WALL MOUNTED FIXTURE	Lumiere	WST LED	LED			3
L3	WALL MOUNTED EXTERIOR RATED FIXTURE	BEGA	66698	LED			53

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Client:

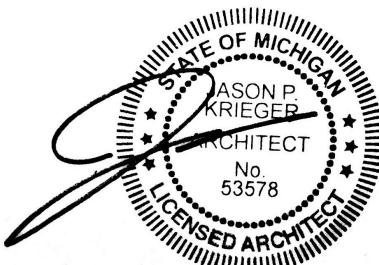
Cole Street Holdings 2
102 Peirce Street
Birmingham, MI 48009

Project:

Addition / Renovation
2010 Cole St.
Birmingham, MI

[illegible]

Seal:



Note

Do not scale drawings. Use
calculated dimensions only.
Verify existing conditions in field.

North Arrow:

Sheet Title:

Exterior Elevations

Project Number:

16-161

Sheet Number:

B West Elevation

1/8" = 1'-0"
A.100



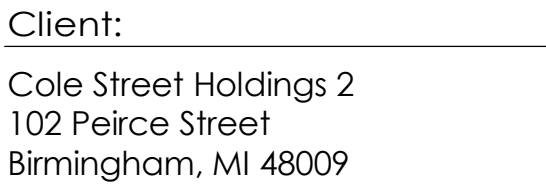
Wall Mounted Light Fixture 'L2'

Wall Mounted Light Fixture 'L3'

C South Elevation
1/8" = 1'-0"
A.100

Exterior Lighting Fixture Schedule								
Type	Mark	Description	Manufacturer	Model	Lamp	Finish	Comments	Count
		Recessed Downlight	Lithonia Lighting	LDN6	LED			24
L1		EXTERIOR SIGN LIGHTING	TMS Lighting	D1 6	LED			46
L2		EXTERIOR WALL MOUNTED FIXTURE	Lumiere	WST LED	LED			3
L3		WALL MOUNTED EXTERIOR RATED FIXTURE	BEGA	66698	LED			53

D East Elevation
1/8" = 1'-0"
A.100

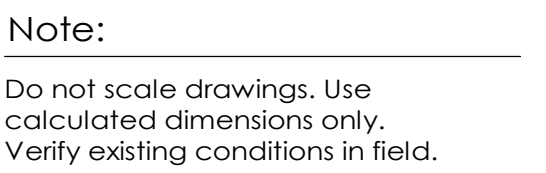


Project:

Addition / Renovation
2010 Cole St.
Birmingham, MI

[illegible]

Seal:



North Arrow:

Sheet Title:

Exterior Elevations

Project Number: _____
16-161

Sheet Number:

A.201

Client:

Cole Street Holdings 2
102 Peirce Street
Birmingham, MI 48009

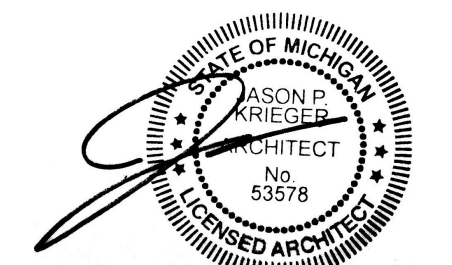
Project:

Addition / Renovation

2010 Cole St.
Birmingham, MI

[illegible]

Seal: _____



Note:

Do not scale drawings. Use
calculated dimensions only.
Verify existing conditions in field.

North Arrow:

Sheet Title: _____

3D Renderings

Project Number: _____
16-161

Sheet Number: _____

A.401



1 Rendering - West Elevation
1/4" = 1'-0"



Testing Engineers & Consultants, Inc.

1343 Rochester Road • Troy, MI 48083-6015 (Delivery)
PO Box 249 • Troy, MI 48099-0249 (Mailing)
(248) 588-6200 or (313) T-E-S-T-I-N-G • Fax (248) 588-6232
www.testingengineers.com

June 19, 2017

TEC Project 57952

Mr. Jason Krieger, AIA
Krieger Klatt Architects, Inc.
1412 E 11 Mile Rd, Royal Oak, MI 48067

sent via email: jason@kriegerklatt.com
Phone: 248-414-9270

RE: 2010 Cole St, Birmingham, MI 48009

Dear Mr. Krieger:

TEC has conducted a review of the existing environmental assessment information for the commercial parcel located at 2010 Cole Street (parcel ID 20-31-252-010), Birmingham, Oakland County, Michigan ("Site"). Presented below is a brief summary of environmental conditions and their possible effects on the siting of the proposed re-development building.

General Information from two subsurface investigations (2016 Baseline Environmental Assessment/BEA & 2016 Phase II Environmental Site Assessment/ESA):

- Contamination occurs over much of the site; however, soil is generally more contaminated in the northern half. The data is sparse for groundwater (only one sample). Soil gas contamination above cleanup criteria is found under the existing building as expected, because the existing slab is the predominant barriers/collector of soil gas vapors.
- The most significant soil contamination (exceedances of soil vapor intrusion for both residential and non-residential land uses) occurs generally from 8 to 20 feet below ground surface. Vapor intrusion occurs when vapor-producing chemicals migrate from subsurface soil or groundwater and enter into a building where people can be exposed.
- As is evident from the soil analytical data, the northern half of the site is generally **more contaminated** than the southern half. See "Figure 3: Soil Boring/Temporary Monitoring Well/Soil Gas Sample Location Map with Soil Analytical Results" of BEA, so the overall potential exposure to contaminants would be higher at the northern end of the property.
- Moving the entire project building north and turning the long axis of the building parallel to Cole Street would involve a far greater disturbance of contaminated soil. Extensive new footings/foundations would require additional excavation and landfilling of impacted soil, and possible dewatering of impacted groundwater. The cost of disposal of impacted media would dramatically increase. In addition, due to the high contaminant levels in the northern half, and possibly due to the original source of the release [solvent warehousing and chemical company operations, with bulk storage in underground and aboveground storage tanks (USTs/ASTs)], some or all of the soil might be found to be a *hazardous* contaminated waste that must go to a secure high-cost hazardous waste landfill,

Testing Engineers & Consultants, Inc.

KRIEGER KLATT ARCHITECTS
SPA ASSISTANCE
2010 COLE ST, BIRMINGHAM, MI

TEC PROJECT 57952
JUNE 19, 2017
PAGE 2 of 2

versus a regular low-cost municipal solid waste (Type II) landfill that can accept non-hazardous contaminated waste. After appropriate pre-disposal waste characterization sampling and analysis, the waste soil might be either a “characteristically” (e.g., for toxics) hazardous or “listed” (e.g., spent solvent) hazardous waste. Disposal costs for hazardous wastes can be very high and make some projects uneconomic.

Please call us at (248) 588-6200 should you have any questions or require additional information. TEC may be contacted at (248) 588-6200.

Respectfully submitted,
TESTING ENGINEERS & CONSULTANTS, INC.

Donald C. Kaylor

Donald C. Kaylor, PG (IN, TN), EP
Manager, Environmental Assessment

I:\eal\Projects\57000-57999\57952 Krieger Klatt 2010 Cole St\57952 Summary Letter 2010 Cole St.docx



MEMORANDUM

Planning Department

DATE: June 14th, 2017

TO: Planning Board

FROM: Nicholas Dupuis, Planning Intern

APPROVED BY: Jana Ecker, Planning Director

SUBJECT: 211 S. Old Woodward SLUP and Final Site Plan Review

Executive Summary

The subject site, Birmingham Theater, is located at 211 S. Old Woodward, on the east side of the street just south of Merrill. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District. The applicant, Birmingham Teatro, LLC, is applying for a Special Land Use Permit (SLUP) to operate with a Class C liquor license under the new ordinance allowing a movie theater to operate with a liquor license. Birmingham Teatro is owned equally by Daniel Shaw and Nicholas Lekas, who in addition to operating the theater, are also part owners of Birmingham Theater, LLC, which is the sub-landlord for 211 S. Old Woodward.

Article 2, section 2.37 (B4) of the Zoning Ordinance requires that a theater seeking to provide alcoholic beverage sales (on-premise consumption) shall obtain a Special Land Use Permit and site plan review. 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 and Special Land Use Permit.

1.0 Land Use and Zoning

- 1.1 Existing Land Use - The existing site is used as a theater. Land uses surrounding the site are retail and commercial.
- 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	Commercial / Retail	Commercial / Retail	Commercial / Retail
Existing Zoning District	B-4, Business-Residential	B-4, Business-Residential	B-4, Business-Residential	B-4, Business-Residential
Downtown Overlay Zoning District	D-4	D-4	D-4	D-4

2.0 Screening and Landscaping

2.1 Screening – No changes are proposed.

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 – No changes are proposed.

3.5 Streetscape – The applicant is not proposing to alter the existing sidewalk, street trees, or light poles.

4.0 Lighting

No new lighting is proposed at this time.

5.0 Departmental Reports

- 5.1 Engineering Division – The Engineering Division has no concerns.
- 5.2 Department of Public Services – No concerns were reported from the DPS.
- 5.3 Fire Department – No comments were received from the Fire Department.
- 5.4 Police Department - The Police Department has no concerns.
- 5.5 Building Division – No comments were received from the Building Division.

6.0 Theater Liquor License Requirements

Earlier this year, the City Commission approved amendments to the Zoning Ordinance and Chapter 10, Alcoholic Liquors, to allow the service of liquor at existing theaters in the D4 zone district. The purpose of the amendments were to create a policy and conditions to allow the City Commission the ability to approve a request to transfer a liquor license into the city in excess of the city's quota licenses if the request is deemed to constitute a substantial benefit to the city for the continuation and development of theaters, to establish criteria for selecting applicants, and to evaluate the impact of increased liquor licenses on the city. Theaters are defined as a building, part of a building for housing dramatic presentations, stage entertainments or motion picture shows.

The applicant, Birmingham Teatro, LLC operates the Birmingham 8 Theater at 211 S. Old Woodward, which houses motion picture shows to the public. The trend in the nation is to provide this service at entertainment/movie venues. The applicant has advised that it is necessary to the experience and the viability of the Theater to serve alcoholic liquors in order to compete in this market. The entire Theater will be licensed by the MLCC. The applicant has advised that alcohol will be primarily served at the existing concession stand on the second floor, with the occasional sale at the first floor concession stand when business is slow.

Chapter 10, Alcoholic Liquors, section 101 outlines the following requirements when applying for a liquor license for a theater:

Persons desiring to transfer a liquor license from outside the city limits into the city limits in excess of the city's quota licenses shall make an application to the city commission and pay the applicable theater liquor license transfer review fee as set forth in appendix A of this Code. In addition to those items and conditions set forth in section 10-42, the application shall set forth in detail its proposed project, including, but not limited to:

- (1) Utilization of said liquor licenses and details on the number of quota liquor licenses in escrow at the time of application.
 - (2) Proposed and/or existing site plan of the property, building floor plan and an operations floor plan.
 - (3) An economic impact analysis.
-

-
- (4) A copy of the special land use permit application and supporting documentation submitted by the applicant.
 - (5) All documentation submitted to the LCC requesting the transfer.
 - (6) Full identification and history of the license holder(s) as it pertains to the license proposed to be transferred, including all complaints filed with the state liquor control commission (LCC) or actions taken by any municipality or the LCC to suspend, revoke or deny the non-renewal of said license and all other documentation setting forth the detail of the existing theater or proposed theater by the applicant, including the approximate dollar amount of the investment to be made, number of jobs to be created, minimum of 150 seats and other benefits to the city.
 - (7) Information detailing how the proposed operation will create or sustain the theaters in the city.
 - (8) Such other items deemed necessary by city administration.

The applicant has advised that all quota liquor licenses are currently in use, with the exception of the following, which are currently in escrow:

1. BELLAR BIRMINGHAM VENTURES LLC (Attached to the building)
2. MONDIAL PROPERTIES III, L.L.C. (Transfer pending with the MLCC)
3. PEABODY'S OF BIRMINGHAM, INCORPORATED (Asking price is \$750K)

The applicant has provided a floor plan of the existing theater at 211 S. Old Woodward. No site plan has been provided, however no exterior changes are proposed.

The applicant has submitted an economic impact analysis that states that the economic impact of the Birmingham Theater having a liquor license will be positive for the City. Specifically, the full service aspect of the oldest and most iconic theater in town will allow the Birmingham Theater to thrive and to bring customers to the middle of the downtown area to enjoy other retail and dining establishments.

The applicant has submitted the required SLUP application and supporting documentation, as well as all documentation submitted to the LCC requesting the transfer of a liquor license to 211. S. Old Woodward. Please see attached.

The applicant has provided information on the proposed license holder, Birmingham Teatro, which is owned equally by Daniel Shaw and Nicholas Lekas. Identification and information has been provided on each of these co-owners. In addition, the following information regarding LCC complaints at other establishments owned or partially owned by the applicant(s) have been submitted:

-
1. E.A Fuller Oak Management Corporation, which does business as the Baypointe Golf Club, located at 4001 Haggerty Rd, West Bloomfield. This license does not have any violation history with the MLCC.
 2. Fuller Oak Management, LLC and Oakland County Parks & Recreation Commission, doing business as, Glen Oaks Golf & Country Club, located at 30500 w. 13 Mile Rd, Farmington Hills. This license has a warning ticket issued by the MLCC for allowing the sale of two drinks for the price of one.

The applicant has indicating that the amount of investment proposed to be made at the existing theater is \$70,000. The applicant has stated that the Birmingham Theater provides a total of 625 seats, and there are currently 35 – 40 employees. The applicant has advised that the service of alcohol is required for the continued operation of the Birmingham 8 Theater, given market trends and the need to compete with the Emagine Palladium Theater, which also provides the service of alcohol to theater patrons. Emagine and the Birmingham Theater are the only two movie theaters in the City. Granting the SLUP to the Birmingham Theater will enable it to serve alcohol, the theaters will be similarly situated, and both should be able to sustain their businesses into the future.

Chapter 10, Alcoholic Liquors, Section 102 also establishes the following criteria for reviewing applications for theater liquor licenses:

- (a) Selection criteria. In addition to the usual factors and criteria used by the city commission for liquor license requests, including those listed in section 10-42, the commission shall consider the following non-exclusive list of criteria to assist in the determination of which of the existing establishment applicants, if any, should be approved:
 - (1) The applicant's demonstrated ability to finance the proposed project.
 - (2) The applicant's track record with the city including responding to city and/or citizen concerns.
 - (3) Whether the applicant has an adequate site plan to handle the proposed liquor license activities.
 - (4) Whether the applicant has adequate health and sanitary facilities.
 - (5) The percentage of proceeds from the sale of tickets and food products as compared to the sale of alcoholic beverages.
 - (6) Whether the applicant has outstanding obligations to the city (i.e. property taxes paid, utilities paid, etc.).
 - (b) Maximum number of theater licenses. The city commission may approve a maximum of two theater licenses each calendar year in addition to the existing quota licenses otherwise permitted by state law.
 - (d) If any new transfers of licenses for theaters are to be considered, the city commission shall set a schedule setting forth when all applicants must submit their application and supporting documentation, when interviews may be conducted and a timeframe within which a decision will be anticipated.
-

The applicant has advised that the applicant and its Landlord have been operating the Birmingham Theater since 1976. The only additional financial commitment from the Theater is the cost of the Class C liquor license and alcohol inventory in the approximate amount of \$70,000. The source of these funds is from the operating income of the Theater.

The applicant has an outstanding track record of responding to both City and citizen concerns both with regard to the Birmingham Theater and numerous other properties owned throughout the City.

The applicant has demonstrated an adequate site plan and floor plan that will accommodate the proposed service of liquor. The existing theater has adequate health and sanitary facilities for the proposed use.

The applicant has indicated that approximately 5% of total sales will be from the sale of alcoholic beverages, and approximately 95% of total sales will be from the sale of tickets and food products.

The applicant does not currently have any outstanding obligations to the City.

In accordance with Chapter 10, section 102, the City Commission may approve a maximum of two theater licenses each calendar year in addition to the existing quota licenses. The City Commission must set a schedule for the review and consideration of applications for theater licenses. The Birmingham Theater is the only existing theater in the City that is qualified to apply for a theater liquor license under Chapter 10, Alcoholic Liquors due to its location in the B4 zone district.

6.0 Design Review

The applicant is proposing no interior or exterior design changes to the building at this time.

Hours of operation for liquor sales will be seven days a week from 11:00 AM to 1:00 AM. The enforcement of liquor sales and handling will be done by all of the employees. Every employee of the Theater who deals with alcohol sales will be formally trained by "TIPS". This a program approved by the MLCC. Also, every person, regardless of their age, will be carded when purchasing alcohol. The bar will be full service with beer, wine and mixed drinks.

7.0 Downtown Birmingham 2016 Overlay District

The 2016 Birmingham Master Plan recommended a mix of retail, food services and entertainment in Downtown Birmingham. The first floor theater use is consistent with the recommendations contained in the 2016 Plan.

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 recommend APPROVAL to the City Commission of the applicant's request for Final Site Plan and a SLUP for 211 S. Old Woodward, Birmingham Theater.

11.0 Sample Motion Language

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board recommend APPROVAL to the City Commission of the applicant's request for Final Site Plan and a SLUP for 211 S. Old Woodward, Birmingham Theater.

OR

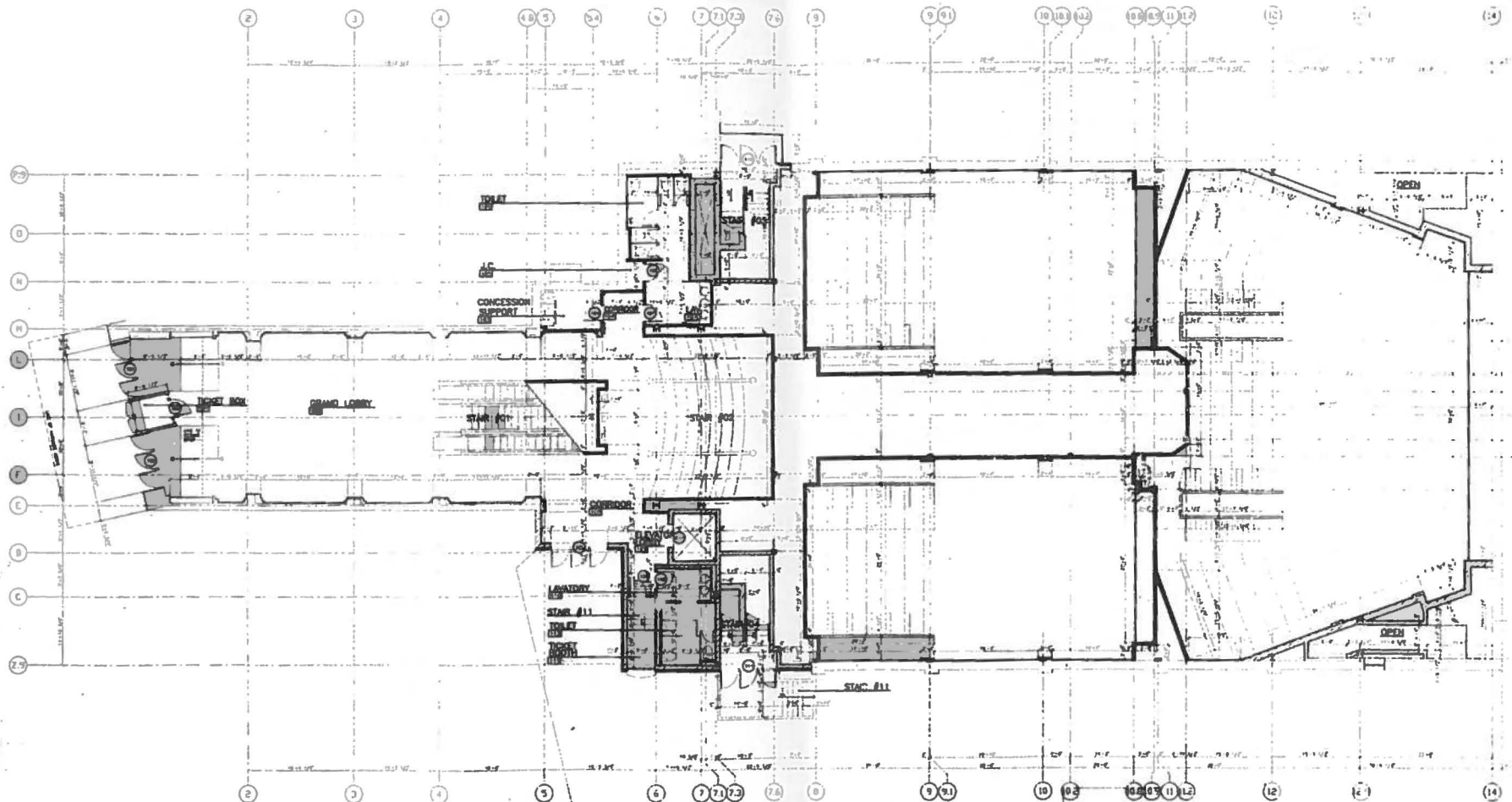
Motion to recommend DENIAL of the Final Site Plan and SLUP to the City Commission for 211 S. Old Woodward, Birmingham Theater for the following reasons:

1. _____
2. _____

OR

Motion to POSTPONE the Final Site Plan and SLUP for 211 S. Old Woodward, Birmingham Theater, pending receipt of the following:

1. _____
2. _____



PROPOSED LOBBY LEVEL FLOOR PLAN

SCALE: 1/8"=1'-0"

- WALL LEGEND**
- EXISTING WALL TO REMAIN
 - NEW WALL TO REMAIN
 - NEW WALL TO BE DEMOLISHED
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PROJECT ARCHITECT:
VICTOR SOROKA & ASSOCIATES
ARCHITECTS, P.C.
525 North Woodward Ave.
Birmingham, MI 48009
810.254.5707
fax 810.258.5515

ASSOCIATE ARCHITECT:
KELVIN TRUCTION DOCUMENTS
PRIME DESIGN SYSTEMS, INC.
877 South Adams Rd.
Suite 202
Birmingham, MI 48009
810.540.1711
fax 810.540.3856

STRUCTURAL ENGINEER:
L & B, INC.
29580 Northwestern Hwy.
Suite 100
Juchfield, MI 48034
810.356.7750
fax 810.356.1210

MECHANICAL/ELECTRICAL ENGINEER:
JAMES PORTER ASSOCIATES, INC.
925 South Adams Rd.
Birmingham, MI 48009
810.645.1465
fax 810.645.1590

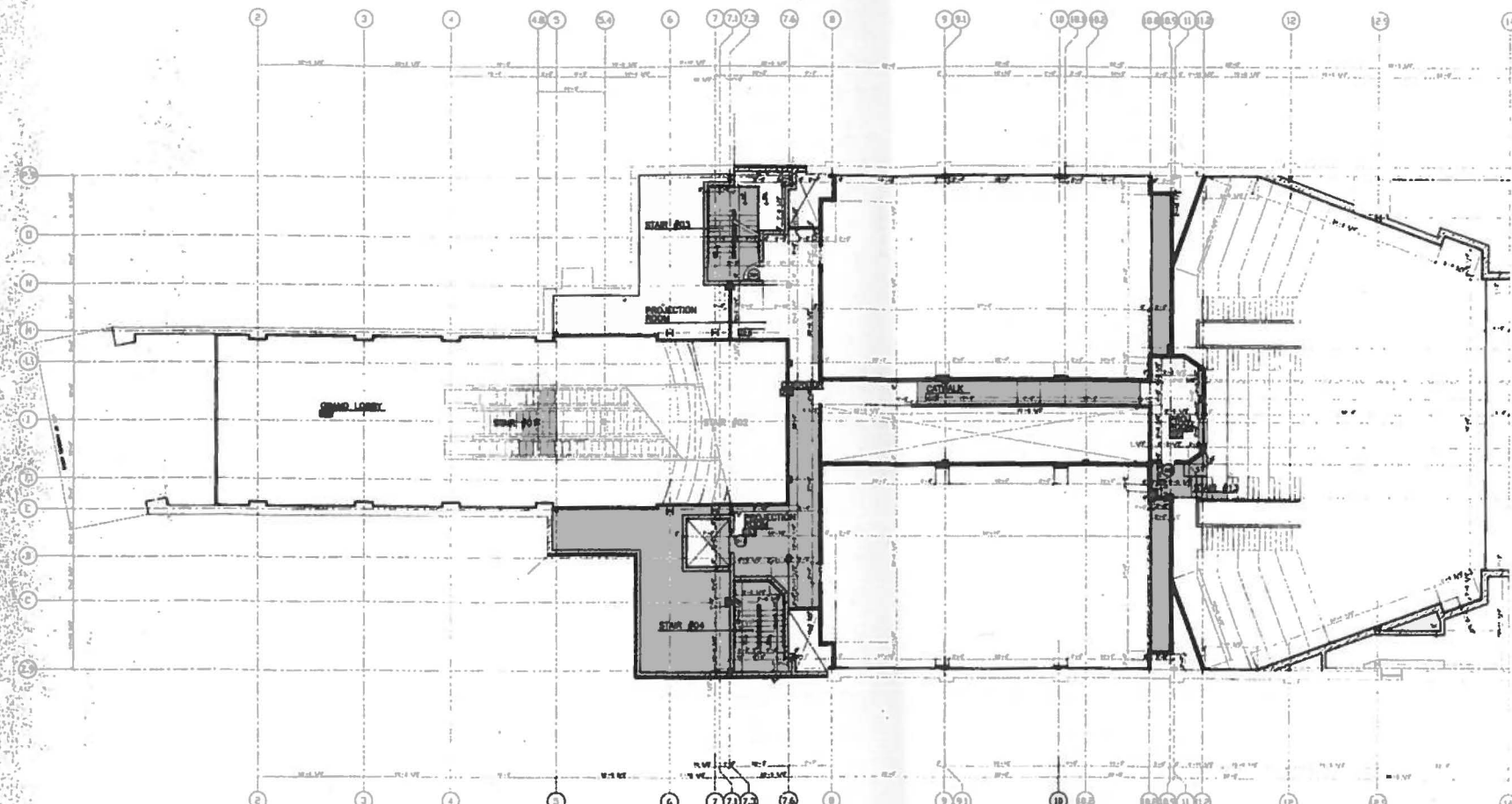
CONSTRUCTION MANAGER:
INTEGRATED CONSTRUCTION
SERVICES, INC.
155 South Woodward Ave.
Suite 200
Birmingham, MI 48009
810.642.9800
fax 810.642.9870

BIRMINGHAM THEATRE
Uptown Theatres
211 South Woodward Ave.
Birmingham, MI 48009

Date: Issued For:
10/14/05 REVISION PLANS
10/14/05 DESIGN THREE SET
11/14/05 REVISION SET

Project Number:
10-011
Sheet Title:
PROPOSED
LOBBY LEVEL FLOOR PLAN

Sheet Number:
A1.03



PROPOSED LOWER LEVEL PROJECTION MEZZANINE PLAN
 SCALE: 1/8"=1'-0"

- WALL LEGEND**
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 - STAIR 300

PROJECT ARCHITECT:
 DESIGN
VICTOR TORRES & ASSOCIATES
 ARCHITECTS, P.C.
 325 North Woodward Ave.
 Birmingham, MI 48009
 810.258.5700
 fax 810.258.5515

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 fax 810.356.1210

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 Birmingham, MI 48009
 810.645.1465
 fax 810.645.1590

CONSTRUCTION MANAGER:
INTEGRATED CONSTRUCTION
SCOTT, INC.
 355 South Woodward Ave.
 Suite 200
 Birmingham, MI 48009
 810.642.9800
 fax 810.642.9870

BIRMINGHAM THEATRE
 Uptown Theatres
 211 South Woodward Ave.
 Birmingham, MI 48009

Date: Issued For:
 10/19/03 PRODUCTION PERMIT
 10/19/03 DESIGN PERMIT
 10/19/03 PERMIT SET

Project Number:
 20-011
 Sheet Title:
 PROPOSED
 LOWER LEVEL PROJECTION
 MEZZANINE PLAN
 Sheet Number:
A1.04

**ASSOCIATE ARCHITECT;
RECONSTRUCTION DOCUMENTS
PRIME DESIGN SYSTEMS, INC.**
877 South Adams Rd.
Suite 202
Birmingham, AL 35209
810.540.1711
fax 810.540.3856

STRUCTURAL MONITORING & CONSULTING, INC.
29580 Northwestern Hwy.
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Fax 810.356.1210

MECHANICAL/ELECTRICAL ENGINEERING
JAMES PORTIDGE ASSOCIATES, INC.
925 South Adams Rd.
Birmingham, AL 38009
810.645.1465
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**CONSTRUCTION MANAGER:
INTEGRATED CONSTRUCTION
SERVICES, INC.**
355 South Woodward Ave.
Suite 200
Birmingham, AL 35203
810.642.9800
fax 810.642.9870

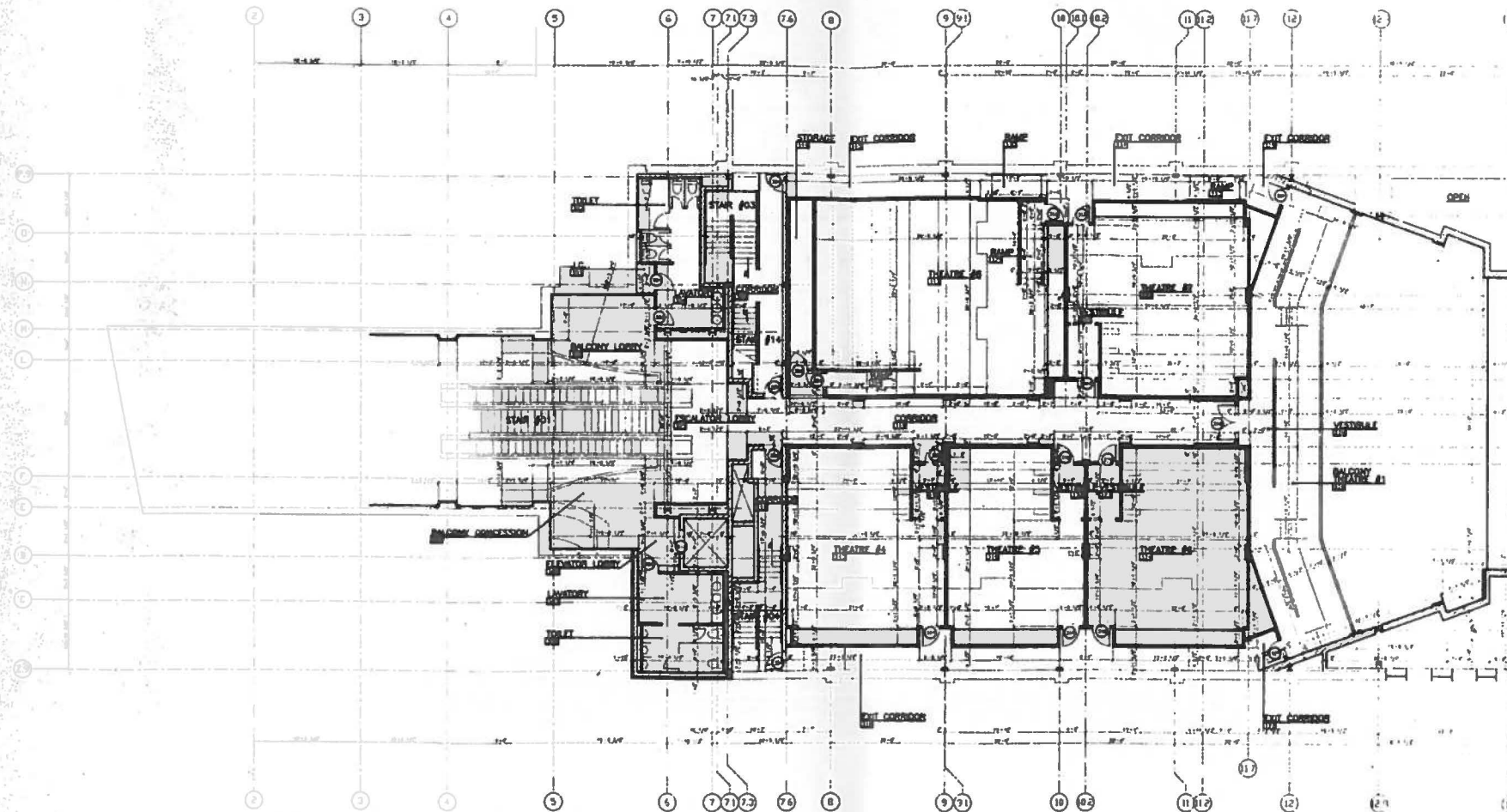
BIRMINGHAM THEATRE
Uplown Theatres
211 South Woodward Ave.
Birmingham, MI 48009

Date: 10/01/95
Issued For: 10/01/95

Project Number:
J-6-11

Sheet Title:
PROPOSED
UPPER LEVEL
FLOOR PLAN

Sheet Number:
A1.05



PROPOSED UPPER LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

BULL LEOPARD

- [illegible]



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

PHILLIP G. ADKISON
KELLY A. ALLEN
JESSICA A. HALLMARK
GREGORY K. NEED
G. HANS RENTROP

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Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:

KEVIN M. CHUDLER
SARAH J. GABIS
LINDA S. MAYER

May 1, 2017

Via Hand Delivery

Commander Chris Busen
Birmingham Police Department
151 Martin
Birmingham, MI 48012

**Re: Birmingham Teatro, LLC
211 Old S. Woodward, Birmingham**

Dear Commander Busen:

We represent Birmingham Teatro, LLC ("Birmingham Teatro"), which will do business as Birmingham Theater at 211 S. Old Woodward in Birmingham. Birmingham Teatro is requesting to transfer ownership and location of the Class C license from Thumper's Splatter, LLC, formerly located in Rochester Hills. Birmingham Teatro is requesting a Sunday Sales (AM and PM) permit, an additional bar permit, and an entertainment permit. We have submitted the required requests to the City Manager and the City Planner for the SLUP application for Birmingham Teatro.

Birmingham Teatro is owned equally by Daniel Shaw and Nicholas Lekas. Birmingham Teatro has a sublease for the real estate and furniture, fixtures and equipment with landlord Fuller Central Park Properties, LLC, which is effective April 17, 2017, and expires December 31, 2024. The monthly payments are \$30,256.73. The only cost to Birmingham Teatro is for the liquor license and alcoholic beverage inventory. This amount will be financed by a loan from Birmingham Theatre, LLC, which is the sub-landlord. Mr. Lekas and Mr. Shaw are part owners of Birmingham Theatre, LLC.

The liquor license will allow customers to purchase alcohol while enjoying the movie experience. In recent years there has been a national trend with prominent movie theatres to offer this service. The service of alcohol at movie theatres is now popular in Michigan as well. The service of the alcohol will be primarily out of the concession area on the second floor, except during the slower hours; then the alcohol will be served from the first floor concession area.

Birmingham Teatro's hours of operation are 7 days a week from 11:00 am to 1:00 am. The total capacity is 597.

Enclosed for your review are the following:

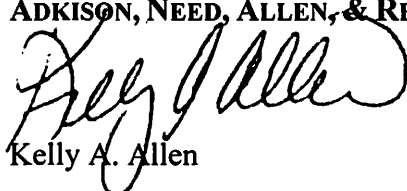
- Check payable to the City of Birmingham for \$1,500;
- City of Birmingham Application and Release, driver's license, birth certificate, and 2014, 2015, and 2016 tax returns for Daniel Shaw;
- City of Birmingham Application and Release, driver's license, passport, and 2014, 2015, and 2016 tax returns for Nicholas Lekas;
- Liquor License Purchase Agreement (contained in the binder);
- Filed Articles of Organization and Operating Agreement for Birmingham Teatro, LLC (contained in the binder);
- Sublease Agreement and Lease Agreement (contained in the binder);
- Statement of Money Lender for the loan from Birmingham Theatre, LLC to Birmingham Teatro, LLC;
- Bank letters and 2015 and 2016 tax returns for Birmingham Theatre, LLC; and
- Floor plan.

We have also enclosed the applications submitted to the MLCC requesting the transfer of ownership and location of the Class C Liquor License and permits.

If you have any questions whatsoever, please do not hesitate to call me or my legal assistant, Laura Peters. I appreciate your assistance in this matter.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

/lbp
Enclosures



Department of Licensing and Regulatory Affairs

MICHIGAN.GOV

Michigan's
Official
Web Site[Michigan.gov Home](#)[LLIST Home](#) | [MLCC Home](#) | [Contact MLCC](#) | [LARA Home](#)

Michigan Liquor Control Commission

BAYPOINTE GOLF CLUB

County Name OAKLAND
LGU Name WEST BLOOMFIELD TWP
Insurance Company ILLINOIS UNION INSURANCE COMPANY (12/31/2015-Present)
Business Id 224110
Business Tax Id 382036734
Business Address 4001 Haggerty Rd, West Bloomfield, 48323
Business Phone 248.360.0600
Number of Bars 2

*No Violation
history*

Licensees

E. A. FULLER OAK MANAGEMENT CORPORATION

Stockholders/Members

FULLER, EDWARD A

LEKAS, JANET J

LEKAS, NICHOLAS

SHAW, DANIEL J

Contacts

Name	Purpose/Function	Phone Nbr	Fax Nbr	Address
NONE				

Liquor License Specifics

License (Type-NBR-YR)	Permits	Transfer Status	MCL Act
CLASS C-204009-2017	1.CATERING 2.SS 3.DANC-ENT 4.OD-SERV 5.SPECIFIC PURPOSE(FOOD,GOLF) 6.ADDBAR	TRANSFERABLE	NONE
SPECIALLY DESIGNATED MERCHANT-204010-2017	NONE	TRANSFERABLE	NONE

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Lansing, MI 48909-7505

Ph: 866-813-0011

Fx: 517-763-0059

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Michigan Liquor Control Commission

GLEN OAKS GOLF & COUNTRY CLUB

County Name	OAKLAND
LGU Name	FARMINGTON HILLS CITY
Insurance Company	ILLINOIS UNION INSURANCE COMPANY (12/31/2015-Present)
Business Id	339
Business Tax Id	NONE
Business Address	30500 W 13 Mile Rd, Farmington Hills, 48334
Business Phone	248.858.4944
Number of Bars	1

Licensees

FULLER OAK MANAGEMENT, L.L.C.

OAKLAND COUNTY PARKS & RECREATION COMMISSION

Stockholders/Members

FULLER, EDWARD A

LEKAS, JANET J

LEKAS, NICHOLAS

SHAW, DANIEL J

Contacts

Name	Purpose/Function	Phone Nbr	Fax Nbr	Address
NONE				

Liquor License Specifics

License (Type-NBR-YR)	Permits	Transfer Status	MCL Act
CLASS C-523-2017	1.DANC-ENT 2.OD-SERV 3.SS 4.ADDBAR 5.SPECIFIC PURPOSE(FOOD) 6.SS(AM) 7.SPECIFIC PURPOSE(GOLF) 8.BANQUET-DANC-ENT,OD-SERV,SPECIFIC PURPOSE(FOOD),SS,SS(AM) 9.CATERING	TRANSFERABLE	NONE

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Michigan Liquor Control Commission

Violation History of Business:339 FULLER OAK MANAGEMENT, L.L.C.

Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
7/13/16	177888		7/13/2016 6/23/16 WARNING TICKET ISSUED R 436.1438(1)

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Lansing, MI 48909-7505

Ph: 866-813-0011

Fx: 517-763-0059

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LAW OFFICES

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PROFESSIONAL LIMITED LIABILITY COMPANY

PHILLIP G. ADKISON
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:
KEVIN M. CHUDLER
SARAH J. GABIS
LINDA S. MAYER

June 22, 2017

Via Electronic Mail

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

Re: SLUP Application for the Birmingham Theater

Dear Ms. Ecker:

In addition to the information we have provided to the Planning Department, we are providing responses to the relevant ordinances set forth below.

Chapter 10 Sec. 10-102. - *Application for transfer of liquor license into the city for theater purposes.*

In addition to those items and conditions set forth in section 10-42, the application shall set forth in detail its proposed project, including, but not limited to:

(1) Utilization of said liquor licenses and details on the number of quota liquor licenses in escrow at the time of application.

RESPONSE: There are currently three Class C licenses in escrow in the City. The licenses are listed below. None of these licenses are available to the Birmingham Theater.

1. BELLAR BIRMINGHAM VENTURES LLC (Attached to the building)
2. MONDIAL PROPERTIES III, L.L.C. (Transfer pending with the MLCC)
3. PEABODY'S OF BIRMINGHAM, INCORPORATED (Asking price is \$750K)

(2) Proposed and/or existing site plan of the property, building floor plan and an operations floor plan.

RESPONSE: Provided.

(3) *An economic impact analysis.*

RESPONSE: The economic impact of the Birmingham Theater having a liquor license will be positive for the City. Specifically, the full service aspect of the oldest and most iconic theater in town will allow the Birmingham Theater to thrive and to bring customers to the middle of the downtown area to enjoy other retail and dining establishments.

(4) *A copy of the special land use permit application and supporting documentation submitted by the applicant.*

RESPONSE: Provided.

(5) *All documentation submitted to the LCC requesting the transfer.*

RESPONSE: Attached.

(6) *Full identification and history of the license holder(s) as it pertains to the license proposed to be transferred, including all complaints filed with the state liquor control commission (LCC) or actions taken by any municipality or the LCC to suspend, revoke or deny the non-renewal of said license and all other documentation setting forth the detail of the existing theater or proposed theater by the applicant, including the approximate dollar amount of the investment to be made, number of jobs to be created, minimum of 150 seats and other benefits to the city.*

RESPONSE: Provided.

(7) *Information detailing how the proposed operation will create or sustain the theaters in the city.*

RESPONSE: There are only two movie theaters in the City, Emagine and the Birmingham Theater. By granting the SLUP to the Birmingham Theater, which would enable it to serve alcohol, the theaters will be similarly situated, and should both be able to sustain their businesses into the future.

(8) *Such other items deemed necessary by city administration.*

RESPONSE: No further information.

The Applicant is also providing responses to Chapter 10, Alcoholic Liquors, Section 102 which establishes the following criteria for reviewing applications for theater liquor licenses:

(a) *Selection criteria. In addition to the usual factors and criteria used by the city commission for liquor license requests, including those listed in section 10-42, the commission shall consider the following non-exclusive list of criteria to assist in the determination of which of the existing establishment applicants, if any, should be approved:*

(1) The applicant's demonstrated ability to finance the proposed project.

RESPONSE: The Applicant and its Landlord have been operating the Birmingham Theater since 1976. The only additional financial commitment from the Theater is the cost of the Class C liquor license and alcohol inventory in the approximate amount of \$70,000. The source of these funds is from the operating income of the Theater.

(2) The applicant's track record with the city including responding to city and/or citizen concerns.

RESPONSE: Provided.

(3) Whether the applicant has an adequate site plan to handle the proposed liquor license activities.

RESPONSE: Provided.

(4) Whether the applicant has adequate health and sanitary facilities.

RESPONSE: Provided.

(5) The percentage of proceeds from the sale of tickets and food products as compared to the sale of alcoholic beverages.

RESPONSE: The ticket and food sales percentage vs. the alcohol sales percentage is estimated to be 95% to 5%.

(6) Whether the applicant has outstanding obligations to the city (i.e. property taxes paid, utilities paid, etc.).

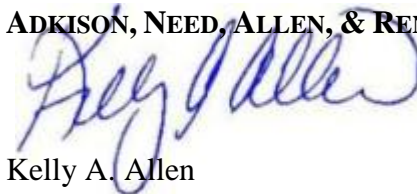
RESPONSE: The City is obtaining this information from the Treasurer.

Please let us know if you require any further information.

Thank you for your great work on this.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

/kjf

m:\fuller, ted\birmingham theater\corres\2017-06-22 ltr to jecker re responses to ordinance for slup application.docx



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

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Facsimile (248) 540-7401
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OF COUNSEL:

KEVIN M. CHUDLER
SARAH J. GABIS
LINDA S. MAYER

April 17, 2017

VIA HAND DELIVERY

Unit 1 – Licensing Division
Michigan Liquor Control Commission
525 W. Allegan Street
P.O. Box 30005
Lansing, Michigan 48909

Re: Request to Transfer Ownership and Location of the Class C Liquor License with Sunday Sales (AM and PM) Permit and Entertainment Permit from Thumper's Splatter, LLC, Business ID No. 235577 (In Escrow at 230 E Auburn Rd., Rochester Hills, Oakland County, Michigan) to Birmingham Teatro, LLC, to be Located at 211 S. Old Woodward, Birmingham, Oakland County, Michigan; Request for a New Additional Bar Permit; and Request to Cancel the Existing Sunday Sales (AM) Permit.

To Whom It May Concern:

This is Birmingham Teatro, LLC's application to transfer ownership and location of the Class C Liquor License with Sunday Sales (AM and PM) Permit and Entertainment Permit from Thumper's Splatter, LLC, Business Id. No. 235577 (currently in escrow at 230 E Auburn, Rochester Hills, Oakland County, Michigan), to be located at 211 S Old Woodward, Birmingham, Oakland County, Michigan; request for a new Additional Bar Permit; and request to cancel the existing Sunday Sales (AM) Permit.

Enclosed, to begin the investigation, are the following:

1. LCC-100 for Birmingham Teatro, LLC (including Page 3 for members: Daniel Shaw and Nicholas Lekas);
2. LCC-301 for Birmingham Teatro, LLC;
3. Proposed Articles of Organization and Operating Agreement for Birmingham Teatro, LLC;


4. Liquor License Purchase Agreement with deposit check; and
5. Sublease Agreement and Lease Agreement.

Additionally, enclosed is a credit card authorization form for payment of fees totaling \$1,162.50 (\$70.00 for the inspection fees, \$600.00 for the Class C License, \$350.00 for the Additional Bar Permit, and \$142.50 for the Sunday Sales PM Permit).

If you have any questions or need any further information, please do not hesitate to contact my office.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

/lbp
Enclosures

cc: Nicholas Lekas (*with enclosures, via electronic mail*)



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Retail License & Permit Application

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Birmingham Teatro, LLC		
Address to be licensed: 211 S Old Woodward Ave		
City: Birmingham	Zip Code: 48009	
City/township/village where license will be issued: City of Birmingham		County: Oakland
Federal Employer Identification Number (FEIN):		

1. Are you requesting a new license? ☐ Yes ☒ No
2. Are you applying ONLY for a new permit or permission? ☐ Yes ☒ No
3. Are you buying an existing license? ☒ Yes ☐ No
4. Are you modifying the size of the licensed premises?
If Yes, specify: ☐ Adding Space ☐ Dropping Space ☐ Redefining Licensed Premises
☐ Yes ☒ No
5. Are you transferring the location of an existing license? ☒ Yes ☐ No
6. Is this license being transferred as the result of a default or court action? ☐ Yes ☒ No
7. Do you intend to use this license actively? ☒ Yes ☐ No

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s): Thumper's Splatter, LLC		
Current licensed address: 230 E Auburn		
City: Rochester Hills	Zip Code: 48307	
City/township/village where license is issued: City of Rochester Hills		County: Oakland

Part 3 - Licenses, Permits, and Permissions

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

On Premises Licenses - Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	\$70.00	License & Permit Fees:	\$1,092.50	TOTAL FEES:	\$1,162.50
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Schedule A - Licenses, Permits, & Permissions

Applicant name: Birmingham *Teatro, LLC*

Off Premises License Type:	Base Fee:	Fee Code MLCC Use Only
New Transfer		
<input type="checkbox"/> <input type="checkbox"/> SDM License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> SDD License	\$150.00	
<input type="checkbox"/> <input type="checkbox"/> Resort SDD License	Upon Licensure/\$150.00	

Off Premises Permits:	Base Fee:
<input type="checkbox"/> Sunday Sales Permit (AM)*	\$160.00
<input type="checkbox"/> Sunday Sales Permit (PM)** (Held with SDD License)	\$22.50
<input type="checkbox"/> Catering Permit	\$100.00
<input type="checkbox"/> Secondary Location Permit - Complete Form LCC-201	
<input type="checkbox"/> Beer and Wine Tasting Permit	No charge
<input type="checkbox"/> Living Quarters Permit	No charge

On/Off Premises Permission Type:	Base Fee:
<input type="checkbox"/> Off-Premises Storage	No charge
<input type="checkbox"/> Direct Connection(s)	No charge
<input type="checkbox"/> Motor Vehicle Fuel Pumps	No charge

*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 1 x \$70.00 Inspection Fee

Total Inspection Fee(s): Fee Code: 4036 \$70.00

Total License Fee(s): \$600.00

Total Permit Fee(s): \$492.50

TOTAL FEES DUE: \$1,162.50

Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.

Make checks payable to **State of Michigan**

On Premises License Type:	Base Fee:	Fee Code MLCC Use Only
New Transfer		
<input type="checkbox"/> <input type="checkbox"/> B-Hotel License	\$600.00	
Number of guest rooms: _____		
<input type="checkbox"/> <input type="checkbox"/> A-Hotel License	\$250.00	
Number of guest rooms: _____		
<input type="checkbox"/> <input checked="" type="checkbox"/> Class C License	\$600.00	4034
<input type="checkbox"/> <input type="checkbox"/> Tavern License	\$250.00	
<input type="checkbox"/> <input type="checkbox"/> Resort License	Upon Licensure	
<input type="checkbox"/> <input type="checkbox"/> Redevelopment License	Upon Licensure	
<input type="checkbox"/> <input type="checkbox"/> Brewpub License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> G-1 License	\$1,000.00	
<input type="checkbox"/> <input type="checkbox"/> G-2 License	\$500.00	
<input type="checkbox"/> <input type="checkbox"/> Aircraft License	\$600.00	
<input type="checkbox"/> <input type="checkbox"/> Watercraft License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> Train License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> Continuing Care Retirement Center License	\$600.00	
<input type="checkbox"/> MCL 436.1545(1)(b)(i) <input type="checkbox"/> MCL 436.1545(1)(b)(ii)		

B-Hotel or Class C Licenses Only:

<input checked="" type="checkbox"/> <input type="checkbox"/> Additional Bar(s)	\$350.00	4012
Number of Additional Bars: <u>1</u>		

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A \$350.00 licensing fee is required for each additional bar over the one (1) bar initially issued with the license.

On Premises Permits:	Base Fee:	
<input type="checkbox"/> Sunday Sales Permit (AM)*	\$160.00	
<input checked="" type="checkbox"/> Sunday Sales Permit (PM)**	\$142.50	4032
<input type="checkbox"/> Catering Permit	\$100.00	
<input type="checkbox"/> Banquet Facility Permit - Complete Form LCC-200		

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.

<input type="checkbox"/> Outdoor Service	No charge
<input type="checkbox"/> Dance Permit	No charge
<input checked="" type="checkbox"/> Entertainment Permit	No charge
<input type="checkbox"/> Extended Hours Permit:	No charge

☐ Dance ☐ Entertainment Days/Hours: _____

<input type="checkbox"/> Specific Purpose Permit:	No charge
---	-----------

Activity requested: _____

Days/Hours requested: _____

<input type="checkbox"/> Living Quarters Permit	No charge
<input type="checkbox"/> Topless Activity Permit	No charge

Schedule B - New Specially Designated Merchant License Supplemental Application - New SDM License Applications ONLY

Applicant name: Birmingham Teatro, LLC

Effective January 4, 2017 pursuant to MCL 436.1533(5), Specially Designated Merchant (SDM) licenses are quota licenses based on one (1) SDM license for every 1,000 of population in a local governmental unit. MCL 436.1533 provides for several exemptions from the quota for qualified applicants. Please carefully read the requirements in the boxes below, selecting the applicable approved type of business option(s) from Section 1 and an applicable new SDM license quota option from Section 2.

Section 1 - Requirements to Qualify as Approved Type of Business for New SDM License Applicants

Applicant must meet one (1) or more of the following conditions (check those that apply to your business):

- ☐ a. Applicant holds and maintains retail food establishment license or extended retail food establishment license under the Food Law of 2000, MCL 289.1101 to MCL 289.8111.
- ☐ b. Applicant holds or has been approved for Specially Designated Distributor license (Applicant must also hold and maintain food establishment license as described above).
- ☐ c. Applicant holds or has been approved for an on-premises license, such as a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.

Section 2 - Quota Requirements for New SDM License Applicants

Applicant must qualify under one of the following sections of the Liquor Control Code regarding the SDM quota:

- ☐ a. Applicant is an applicant for or holds a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.
MCL 436.1533(5)(a) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ b. Applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
MCL 436.1533(5)(b)(i) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ c. Applicant's establishment is a pharmacy as defined in the Public Health Code, MCL 333.17707.
MCL 436.1533(5)(b)(ii) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ d. Applicant's establishment qualifies as a marina under MCL 436.1539.
MCL 436.1533(5)(e) - SDM license is exempt from SDM quota and license may be transferred to another location if the applicant complies with MCL 436.1539 at the new location.
- ☐ e. Applicant does not qualify under any of the quota exemptions or waiver listed above.
MCL 436.1533(5) - Commission shall issue one (1) SDM for every 1,000 population in a local governmental unit and an unissued SDM must be available in the local governmental unit for the applicant to qualify. SDM license may be transferred to another location.

Documents Required To Be Submitted with New SDM License Application

In addition to the documents listed on the application checklist, the new SDM license applicant must submit the documents listed below, as applicable, with its application to comply with the requirements described above. Select one or more of the following:

- ☐ Copy of retail food establishment license or extended retail food establishment license for a SDM license or a SDM license to be issued in conjunction with a Specially Designated Distributor license. The name on the food establishment license must match the applicant name in Part 1 of this application form. A food establishment license is not required for a SDM license to be issued in conjunction with an on-premises license.
- ☐ If applying under Section 2b above, documentary proof that applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
- ☐ If applying under Section 2c above, a copy of the pharmacy license issued under the Public Health Code.

**REMOVED
DUE TO CLIENT
CONFIDENTIALITY**

**REMOVED
DUE TO CLIENT
CONFIDENTIALITY**

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?		<input type="radio"/> Phone	<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax
What is your preferred method for receiving a Commission Order?		<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax	
Contact name: Laura Peters	Relationship: legal assistant				
Mailing address: 39572 Woodward Ave Ste 222, Bloomfield Hills, MI 48304					
Phone: 248-540-7400	Fax number:	Email: lpeters@anafirm.com			

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name: Kelly Allen		Member Number: P-
Attorney address: 39572 Woodward Ave Ste 222, Bloomfield Hills, MI 48304		
Phone: 248-540-7400	Fax number:	Email: kallen@anafirm.com
Would you prefer that we contact your attorney for all licensing matters related to this application?		<input checked="" type="radio"/> Yes <input type="radio"/> No
Would you prefer any notices or closing packages be sent directly to your attorney?		<input checked="" type="radio"/> Yes <input type="radio"/> No

Part 8 - Signature of Applicant


Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

<u>Nicholas Lekas</u>	<u></u>	<u>4/4/17</u>
Print Name of Applicant & Title	Signature of Applicant	Date
<u>Managing Member</u>		

Please return this completed form along with corresponding documents and fees to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-373-4202



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 1-866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 1 - Licensee Information

Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Birmingham Teatro, LLC		
Address: 211 S Old Woodward Ave		
City: Rochester Hills		Zip Code: 48009
Contact name: Janet Lekas	Phone:	Email: janet@oakmanagement.com

Part 2a - Corporations - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:

Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:

Part 2b - Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Daniel Shaw 4880 Lakeview Blvd Clarkston MI 48348	50%	4-17-2017
Nicholas Lekas, 4553 Racewood Commerce MI 48382	50%	4-17-2017

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:

Nicholas Lekas, 4553 Racewood Commerce MI 48382-manager



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Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:

Name and address of Managers, pursuant to administrative rule R 436.1111:

Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

Name & Title:	Daniel Shaw, Nicholas Lekas,	-members
Name & Title:	Kelly Allen-attorney	
Name & Title:	Laura Peters-legal assistant	
Name & Title:		
Name & Title:		

Part 4 - Signature of Applicant or Licensee

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Nicholas Lekas

Print Name of Applicant or Licensee & Title

Kelly Allen

Signature of Applicant or Licensee

4/4/17

Date

Managing Member

Please return this completed form to:
Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Anthony G. Mammina

Address

370 E. Maple Road, Suite 230

City

Birmingham

State

MI

ZIP Code

48009

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

ARTICLES OF ORGANIZATION

For use by Domestic Limited Liability Companies

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I

The name of the limited liability company is: Birmingham Teatro, L.L.C.

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

1. The name of the resident agent at the registered office is: Nicholas Lekas

2. The street address of the location of the registered office is:

211 South Old Woodward

(Street Address)

Birmingham

(City)

, Michigan 48009

(Zip Code)

3. The mailing address of the registered office if different than above:

(P.O. Box or Street Address)(City), Michigan (Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 17th day of April, 2017

By Nicholas Lekas

(Signature(s) of Organizer(s))

Nicholas Lekas

(Type or Print Name(s) of Organizer(s))

Preparer's Name Anthony G. MamminaMammina & Ajlouny, P.C.Business telephone number (248) 642-1330**INFORMATION AND INSTRUCTIONS**

1. This form may be used to draft your Articles of Organization. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the Act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Corporations, Securities & Commercial Licensing Bureau. The original will be returned to your registered office address unless you enter a different address in the box on the front of this document.

Since this document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 23, P.A. of 1993, by one or more persons for the purpose of forming a domestic limited liability company. **Use form BCS/CD 701 if the limited liability company will be providing services rendered by a dentist, an osteopathic physician, a physician, a surgeon, a doctor of divinity or other clergy, or an attorney-at-law.**
4. Article I - The name of a domestic limited liability company is required to contain the words Limited Liability Company or the abbreviation L.L.C. or L.C., with or without periods.
5. Article II- Under section 203(b) of the Act, it is sufficient to state substantially, alone or with specifically enumerated purposes, that the limited liability company is formed to engage in any activity within the purposes for which a limited liability company may be formed under the Act.
6. Article V - Section 401 of the Act specifically states the business shall be managed by members unless the Articles of Organization state the business will be managed by managers. If the limited liability company is to be managed by managers instead of by members, insert a statement to that effect in Article V.
7. This document is effective on the date endorsed "Filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
8. The Articles must be signed by one or more persons organizing the Limited Liability Company. Type or print the name of the organizers signing beneath their signature.
9. If more space is needed, attach additional pages. All pages should be numbered.
10. **NONREFUNDABLE FEE:** Make remittance payable to the State of Michigan. Include limited liability company name on check or money order.....\$50.00

Submit with check or money order by mail:

Michigan Department of Licensing and Regulatory Affairs
Corporations, Securities & Commercial Licensing Bureau
Corporations Division
P.O. Box 30054
Lansing, MI 48909

To submit in person:

2501 Woodlake Circle
Okemos, MI
Telephone: (517) 241-6470

Fees may be paid by check, money order, VISA or Mastercard when delivered in person to our office.

MICH-ELF (Michigan Electronic Filing System):

First Time Users: Call (517) 241-6470, or visit our website at <http://www.michigan.gov/corporations>
Customer with MICH-ELF Filer Account: Send document to (517) 636-6437

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

OPERATING AGREEMENT FOR
Birmingham Teatro, L.L.C.
A Michigan Limited Liability Company

THIS OPERATING AGREEMENT ("Agreement"), is made and entered into as of this 17th day of April 2017, with respect to Birmingham Teatro, L.L.C., a Michigan limited liability company ("Company"), by and among Nicholas Lekas and Daniel Shaw and all of those persons who shall hereafter be admitted as members (individually, a "Member" and collectively, the "Members") who agree as follows:

ARTICLE I

ORGANIZATION

1.1 **Formation.** The parties have formed the Company pursuant to the Michigan Limited Liability Company Act, being Act No.23, Public Acts of 1993, ("Act") by the filing of Articles of Organization ("Articles") with the Michigan Department of Commerce.

1.2 **Name.** The name of the Company is Birmingham Teatro, L.L.C. The Company may also conduct its business under one or more assumed names.

1.3 **Purposes.** The purposes of the Company are to engage in any activity within the purposes for which a limited liability company may be formed under the Act and any and all activities and transactions as may be necessary or desirable in connection with the achievement of any or all of the foregoing purposes.

1.4 **Duration.** The Company's existence shall be perpetual and shall continue unless and until the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Operating Agreement.

1.5 **Registered Office and Resident Agent.** The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time, in accordance with the Act. If the Resident Agent shall resign, the Company shall promptly appoint a successor.

1.6 **Intention for Company.** The Members have formed Birmingham Teatro, L.L.C. as a limited liability company under and pursuant to the Act. The Members specifically intend and agree that the Company not be a partnership and the Company shall elect, and shall be treated for tax and accounting purposes as an s-corporation pursuant to the Act and other applicable law. No Member shall be construed to be a partner in the Company or a partner of any other Member or person.

ARTICLE II

DEFINITIONS

2.1 **"Capital Contribution"** shall mean the initial amount of cash contributed to the capital of the Company by a Member, increased by any additional cash contributions made to the capital of the Company by such Member and decreased by the amount of any cash distributions made by the Company to such Member which constitutes a return of capital in

accordance with the terms of this Agreement. Any reference to the Capital Contribution of a Member shall include the Capital Contribution made by a predecessor in interest of such Member.

2.2 "Consent of the Members" shall mean the consent of the Members holding a majority in interest of the Membership Interests of all Members, unless specifically provided otherwise in this Agreement.

2.3 "Member" shall mean those persons and/or entities who execute this Agreement as Members and who are admitted to the Company as Members pursuant to the terms of this Agreement.

2.4 "Manager" shall mean any Manager hereinafter appointed by a unanimous consent of the Members, or his or her successors or assigns, in accordance with the terms of this Agreement.

2.5 "Membership Interest" as to each Member shall mean such Member's percentage share in the Company, and such Member's share of profits, losses and distributions of the Company.

2.6 "Net Cash Flow" shall mean all cash receipts from whatever source, less cash expenditures by the Company to persons other than Members in their capacity as Members, and less cash reserves established by the Manager.

ARTICLE III

CAPITAL, PARTICIPATION IN PROPERTY AND LIABILITY

3.1 Members' Initial Capital Contributions and Loans. Each Member agrees to contribute to the capital of the Company the amount identified in Exhibit A, which is attached hereto and made a part hereof, in exchange for that Member's Membership Interest in the Company.

3.2 Company Capital. The capital of the Company shall be the aggregate amount of the Capital Contributions made by the Members and the capital accounts as stated on the Company books and records. A separate capital account shall be determined and maintained for each Member in accordance with applicable law.

3.3 Percentage Interest In Company. The Members shall have and own the Membership Interests which are identified on Exhibit A, which is attached hereto and made a part hereof.

3.4 Additional Capital Contributions. The Members shall not be required under this Agreement to make any additional Capital Contributions to the Company.

3.5 Voluntary Member Loans. If any Member agrees, with the consent of the Manager, to loan funds to the Company, such loans, together with interest thereon at the rate established by mutual agreement of the Member making the loan to the Company and the Manager, shall be repaid prior to any distributions of Net Cash Flow or other distributions of Company proceeds to the Members.

3.6 Third Party Loans to the Company. If the Company obtains a commitment

for financing which requires the personal guaranties of the Members, such financing shall require the unanimous consent of the Members. If the Members unanimously approve such financing, each individual Member shall furnish the required guaranty. If the lender requires such guaranties to be on a joint and several basis for each of the Members, and if any one or more of the Members shall become liable and in fact pay any obligation under such guaranties, each of the Members shall, upon demand, be liable for their share of the total obligations incurred by any one or more of the Members, on a pro rata basis, in accordance with their respective Membership Interests. The foregoing obligations shall survive the dissolution of the Company or the termination of this Agreement.

3.7 Restrictions Relating to Capital. Except as otherwise specifically provided in this Agreement, no Member shall have the right to withdraw or reduce his or her Capital Contribution and no Member shall have the right to receive property other than cash, if any, in return for his or her Capital Contribution.

3.8 No Third Party Rights. Nothing contained in this Article III is intended for the benefit of any creditor or other person (other than a Member in his or her capacity as such) to whom the Company owes any debts, liabilities or obligations or who otherwise has any claim against the Company, and no third party shall have any rights by virtue of the provisions of this Article III.

ARTICLE IV

DISTRIBUTION OF CASH AND ALLOCATIONS OF PROFIT AND LOSS

4.1 Tax Liability, Profits and Losses. For accounting and federal, state and local income tax purposes, the net profits and losses, and other items of income, gain, loss, deduction and credit of the Company shall be allocated and treated as an s-corporation.

4.2 Distributions of Net Cash Flow. In the event that a majority of the Members determine that all or part of the Company's Net Cash Flow should be distributed to the Members, such distribution shall be made to the Members, on a pro rata basis, in accordance with their respective Membership Interests.

4.3 Tax Provision. Notwithstanding the discretionary nature of cash distributions set forth in Section 4.2 above, to the extent the Company has available Net Cash Flow (computed for this purpose without any reserve for replacements or contingent liabilities), the Company shall distribute sufficient cash to its Members to enable the Members to pay any additional state and/or federal income tax which they incur as a direct result of any income to the Members.

4.4 Sale of Assets. The proceeds resulting from any sale of all or substantially all of the Company's assets, whether as a result of dissolution or otherwise, shall be distributed and applied in the following priority:

- (a) To the payment of any debts and liabilities of the Company;
- (b) To the establishment of any reserves which the Manager deems necessary to provide for the payment of any debts or liabilities of the Company. At the expiration of a reasonable period of time as the Manager deems advisable, the balance of such

reserve funds remaining after payment of any such debts, liabilities or contingencies, shall be distributed in the manner provided in subparagraph (c) below;

- (c) To the Members, on a pro rata basis, in accordance with their respective Membership Interests.

ARTICLE V

MANAGEMENT

5.1 **Management of Business.** The Company shall be managed by one or more persons ("Manager"). The Manager shall be Nicholas Lekas. The Manager shall serve in his capacity as Manager for the term and subject to removal as specified in Section 5.4 below.

5.2 **General Powers of Manager.** The Manager shall have the exclusive right to manage the business of the Company, except as expressly limited in Section 5.3. No Member other than a Manager, shall have any control over Company business, or shall have the power to bind the Company. The Manager is authorized and empowered to carry out and implement any and all of the purposes of the Company and to manage, control and make all decisions affecting the business and assets of the Company in the Manager's full and exclusive discretion, and the foregoing decisions and actions by the Manager shall not require the consent of the Members, except as limited by Section 5.3 below. The Manager is authorized to execute and deliver, for and on behalf of the Company, all agreements, documents and instruments to take any actions on behalf of the Company, except as limited by Section 5.3 below. Without limiting the generality of the foregoing, the Manager has the power to:

- (a) purchase, lease or otherwise acquire real or personal property;
- (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange or otherwise dispose or encumber any real or personal property;
- (c) open one or more depository accounts and make withdrawals against and/or from such accounts which shall exceed \$25,000.00;
- (d) borrow money and incur liabilities or other obligations;
- (e) engage employees and agents, define their respective duties, and establish their compensation or remuneration;
- (f) establish pension plans, trusts, profit sharing plans and other benefit and incentive plans for Members, employees and agents of the Company;
- (g) obtain insurance covering the business of the Company, its property and the lives and well-being of its Member employees and agents;
- (h) commence prosecution or defend any proceeding in the Company's name; and
- (i) participate with others in enterprises, joint ventures and other associations and strategic alliances.

5.3 **Limitation on Powers.** Notwithstanding anything to the contrary contained

in this Article V, the Members shall have the right to vote on the following matters:

- (a) the dissolution of the Company pursuant to Section 8.1(d) of this Agreement;
- (b) the merger of the Company with one or more other limited liability companies or other entities;
- (c) a transaction involving an actual or potential conflict of interest between a Manager and the Company; and
- (d) an amendment to this Agreement altering, amending and/or limiting Manager's power.

5.4 Term; Removal of Manager

(a) A Manager shall serve in his or her capacity as Manager until his or her resignation, death, disability, bankruptcy or legal incapacity to serve as a Manager or until such Manager is removed for cause in accordance with the provisions of Section 5.4(b) below. In the event of the resignation, death, disability, legal incapacity or removal of a Manager, the Members holding a majority interest of the total Membership Interests of all Members shall select a successor Manager, who agrees to serve in such capacity.

(b) A Manager may be removed for cause by the Members holding a majority interest of the total Membership Interests of all Members. In the event any Member requests that the Manager be removed for cause, such Member shall request a meeting for such purpose and the Manager who is subject to being removed for cause shall have reasonable advance notice of the allegations against him or her and an opportunity to be heard at the meeting. The Manager who is subject to being removed for cause shall also have the right to vote his or her Membership Interest with respect to such issue. Members shall not have the right to remove a Manager without cause.

5.5 Standard of Care; Liability. The Manager shall discharge his or her duties as a Manager in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the best interests of the Company. The Manager shall not be liable for any monetary damages to the Company for any breach of such duties which arise out of any act or omission performed or omitted by the Manager in good faith on behalf of the Company except for:

- (a) receipt of a financial benefit to which the Manager is not entitled; or
- (b) a knowing violation of the law.

5.6 Indemnification of Manager. The Company shall, to the fullest extent permitted by law, indemnify and hold harmless the Manager, his or her successors, heirs and assigns, from and against any and all losses, liabilities, obligations, claims, causes of action, demands, costs, and expenses (including reasonable attorney fees) incurred by the Manager with respect to any act or omission performed by such Manager within the scope of the authority conferred upon him by this Agreement, provided that the Manager acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company and the Members; provided, however, the Manager shall not be indemnified for any acts described in Section 5.5(a) or (b).

5.7 Compensation of Manager. The Members and the Manager shall not receive any compensation for rendering services to the Company in their capacity as a Member or Manager. Manager and/or the Members may, however, be employed in other capacities within the Company. All reasonable expenses incurred by a Member or Manager in connection with the operation of the Company's business shall be reimbursed in full by the Company upon presentation of evidence of the payment of such expense.

5.8 Nature of Member's Interest. Membership Interests in the Company shall be personal property for all purposes. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity. No Member, individually, shall have ownership of such property. The Members hereby agree that no Member, nor any successor in interest to any Member, shall have the right while this Agreement remains in effect, to have any Company assets partitioned, or to file a complaint or institute any proceedings at law or in equity to have such asset partitioned. Each Member, on behalf of himself or herself, his or her successors, successors-in-title, and assigns, hereby waives any such right.

5.9 Bank Accounts. The bank account or accounts of the Company shall be maintained in the banking institution or institutions selected by the Manager. All funds of the Company shall be deposited into account(s) of the Company and any and all checks or other instruments used to draw funds of the Company in excess of \$25,000.00 shall require the signature of the Manager or an authorized representative of the Manager.

5.10 Activity of the Manager and Members. The Manager shall devote such time and effort as may be reasonably required to conduct the Company's business and perform his or her responsibilities under Section 5.2 above. The Members and the Manager shall not in any way be prohibited from or restricted in engaging or owning an interest in any other business venture of any kind, nature, character or description whatsoever, whether independently or with others, directly or indirectly, excepting only those businesses which may be directly competitive with the primary line of business of the Company within a two (2) mile radius of the current or future location of the Company.

ARTICLE VI

DISPOSITION OF MEMBERSHIP INTERESTS; WITHDRAWAL

6.1 Restrictions on Transfer and Assignment.

- (a) Except as expressly provided in Section 6.1(b) and (c) and Section 8.3 of this Agreement, no Member shall sell, assign, transfer, convey, pledge or otherwise encumber all or any portion of his or her Membership Interest, without obtaining the unanimous consent of the other Members. Any attempted disposition of a Membership Interest in violation of this Section 6.1(a) shall be void and of no effect.
- (b) A Member may, without obtaining the consent of the other Members, assign his or her Membership Interest to any of the following assignees: (i) to another Member; (ii) to an inter vivos or testamentary trust primarily for the benefit of that Member's immediate family so long as that Member is the sole trustee of such trust.
- (c) Other than an assignment based upon 6.1(b)(i) and (ii) above, the permitted assignment of a Membership Interest does not entitle the assignee to participate in the management and affairs of the Company or to become or exercise any rights of a

Member, including the right to vote on any matter requiring a vote of the Members, unless and until such assignee is admitted as a substitute Member in accordance with Section 6.2 below. Unless a permitted assignee is admitted as a substitute Member in accordance with the provisions of Section 6.2 below, such assignee shall only be entitled to receive, to the extent assigned, the distributions to which the assignor would be entitled.

- (d) In the event of a permitted assignment that does not result in the admission of the assignee as a substitute Member, the assignor/Member shall not be entitled to continue to exercise the rights of a Member under this Agreement, however, such assignor Member and his or her assignee shall continue to be jointly and severally liable to the Company for such Member's obligations to the Company under Article III or under the Act, and in the event of default, such Membership Interest shall be subject to all of the remedies and options otherwise available to the Company.

6.2 Admission of Substitute Members. An assignee of a Membership Interest shall not be admitted as a substitute Member, unless all of the following conditions are satisfied:

- (a) a majority of the other Members unanimously consent to the admission of such assignee as a substitute Member;
- (b) the assignor and assignee execute and deliver to the Members a copy of the written assignment which gives the assignee the right to become a substitute Member;
- (c) if requested by the other Members, the assignor provides to the Company an opinion of counsel, in form and substance satisfactory to the Members, that neither the offering nor assignment of the Membership Interest violates any provisions of federal or state securities laws; and
- (d) the assignee executes and delivers to the Company a written agreement to be bound by all of the terms and provisions of this Agreement and to assume all of the obligations of the assignor Member.

An assignee who is admitted as a substitute Member in accordance with the foregoing provisions shall have all of the rights and powers, and shall be subject to all of the restrictions, obligations and liabilities of a Member under this Agreement and the Act.

6.3 Sale / Transfer of Membership Interest. If any Member: (a) desires to voluntarily transfer and/or sell all or part of his or her Membership Interest, or (b) is required by law for any reason to involuntarily transfer and/or sell all or part of his or her Membership Interest (collectively, an "Offer"), that Member (the "Selling Member") must immediately provide the Company and each of the other Members with a written notice detailing the specific terms and conditions of the Offer, the basis upon which the Offer is being proposed and provide each with a copy of all agreements and documents relating to the Offer (collectively, the "Notice"). For thirty (30) days following the receipt of the Notice of the Offer, the Company shall have the exclusive right and option to elect to purchase and liquidate the Membership Interest subject to the Offer (the "First Option"), for the same price and terms as the Offer or for the "book value" of the Membership Interest as of the last day of the month preceding the Offer as calculated by the Company's primary accountancy firm (the "Book Value"), whichever the Company shall choose in its sole discretion.

If the Company fails to exercise the First Option, then, for an additional thirty (30) days, the remaining Members of the Company shall have the exclusive right and option to elect to purchase the Membership Interest subject to the Offer (the "Second Option"), for the same price and terms as the Offer or for the Book Value, whichever the remaining Members shall choose in their sole discretion. The Members shall purchase the Membership Interest on a pro rata basis. "Pro rata basis" with reference to the transfer and/or purchase of any Membership Interest by the Members (the "Purchasing Members"), shall mean in proportion to the percentage of Membership Interest owned by each Purchasing Members as compared to the total percentage of Membership Interest owned by all the Purchasing Members (the "Purchasing Percentage"), provided, however, that if one or more of the Purchasing Members decline to purchase the maximum percentage of Membership Interest available for purchase by that Member (the "Declining Member"), then such remaining Membership Interest shall again be offered to those Purchasing Members who are not Declining Members, in accordance with each of their respective Purchasing Percentages (as revised to exclude the Membership Interest of the Declining Members), and this process shall be repeated until there is no remaining Membership Interest or none of the Purchasing Members wish to purchase any of the remaining Membership Interest.

If the remaining Members fail to exercise the Second Option, for an additional thirty (30) days, the remaining Members shall have the exclusive right and option to secure a third-party purchaser of their choosing to purchase the Membership Interest subject to the Offer (the "Third Option"), for the same price and terms as the Offer.

If the remaining Members fail to exercise the Third Option, then the Selling Member may sell the Membership Interest subject to the Offer to the purchaser named therein. If the sale pursuant to the Offer is not consummated within sixty (60) days following the expiration of the Third Offer, the offer process set forth in this Section 6.3 shall reset and the Selling Member must again comply will all the terms and conditions of this Section 6.3, including the First Option, Second Option and Third Option.

The purchaser of a Selling Member's Membership Interest pursuant to this Section, that is not an existing Member, shall not be admitted as a substitute Member unless and until all requirements contained in Section 6.2 above have been satisfied.

6.4 Mandatory Offer on Death or Disability. On the death or disability of any Member, such Member shall be deemed to have made an Offer to sell all of his or her Membership Interest pursuant to Section 6.3, with the purchase price being the fair market value of the Membership Interest as of the last day of the month proceeding the date of the deemed offer to sell (the "Fair Market Value"), and the Company and the remaining Members shall have the options as set forth in Section 6.3. If the Membership Interest of a deceased or disabled Member are not purchased by exercise of the options described in Section 6.3, such Membership Interest shall be transferred, without payment, to the deceased or disabled Member's heirs and remain subject to the terms and conditions of this Agreement. However, the successor or assignee shall not have the rights of a Member unless the successor or assignee is admitted as a Substitute Member in accordance with Section 6.2 above. For purposes of this Agreement, "disabled" or "disability" shall mean a Member who has a physical or mental impairment that substantially limits one or more life activities that exists for sixty (60) consecutive days and the impairment is reasonably expected to continue for more than an additional six month period.

6.5 Withdrawal. Unless a Member has assigned and transferred his or her entire Membership Interest to another Member or other assignee who has been admitted as a substitute Member, a Member may not withdraw from the Company except with the unanimous

written consent of the other Members. Any Member who withdraws in violation of the provisions of this Section 6.5 shall not be entitled to any distributions under this Agreement and shall be liable to the Company and the remaining Members for any damages incurred by the Company or such remaining Members as a result of the withdrawing Member's breach of the provisions of this Section 6.5.

6.6 Amount and Payment of Purchase Price. The purchase price to be paid upon any transfer or sale of any Membership Interest shall be that as set forth in Section 6.3 and Section 6.4 above. Unless the terms of a Bona Fide Offer are accepted by the purchaser under Section 6.3, the purchase price shall be paid, within sixty (60) days of the determination of the purchase price as follows: (i) in full by a certified or bank cashier's check; or (ii) at the sole election of the purchaser, by the delivery of a certified or bank cashier's check in an amount equal to 20 percent of the purchase price, the balance to be paid pursuant to a nonnegotiable promissory note of each purchaser providing for equal annual payments of principal, together with accrued interest at the prime rate, over the following five years.

ARTICLE VII

MEETINGS OF MEMBERS

7.1 Voting. All Members shall be entitled to vote on any matter submitted to a vote of the Members.

7.2 Required Vote. Unless a greater vote is required by the Act, the Articles or this Agreement, any action requiring the vote, determination or consent of the Members shall require the affirmative vote or consent of the Members holding a majority in interest of the Membership Interests of all the Members entitled to vote.

7.3 Meetings. Meetings of Members for any proper purpose or purposes may be called at any time by any Member upon reasonable advance notice to the Members. Members may attend meetings in person, by proxy given to another Member or via telephonic communication device. The Company shall deliver or mail written notice stating the date, time, place and purposes of any meeting to each Member entitled to vote at the meeting. Such notice shall be given not less than ten (10), and no more than sixty (60) days, before the date of the meeting. The Manager shall preside at all meetings of Members.

7.4 Consent. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Membership Interests entitled to vote on the action were present and voted. Every written consent shall bear the date and signature of each Member who signs the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

ARTICLE VIII

DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events:

- (a) at any time specified in the Articles or this Agreement;
- (b) upon any Member voting deadlock in a matter wherein a majority vote of membership interest is required, and such deadlock is not resolved between the Members within 60 days of any Member's written notice to the other Member(s) that dissolution will occur under Section VIII unless the deadlock is resolved within that 60 day period.
- (c) the sale or other disposition by the Company of all or substantially all of its property and assets not in the ordinary course of business, unless all of the Members agree to continue the Company;
- (d) by the unanimous consent of all of the Members;
- (e) upon the death, dissolution, bankruptcy or legal incapacity of any of the Members or the trustee of any Member that is a trust, or the occurrence of any other event that terminates the continued membership of a Member in the Company (the "Retiring Member"), unless within ninety (90) days from the occurrence of one of the foregoing events, the remaining Members holding a majority in interest of the aggregate Membership Interests of all remaining Members consent to continue the business of the Company and the Membership Interest of the Retiring Member is transferred in accordance with Article VI of this Agreement;
- (f) upon the entry of a final judgment, order or decree of judicial dissolution, and the expiration of any applicable appeal period in which to appeal therefrom.

8.2 Distribution on Liquidation. Upon the dissolution of the Company, the Manager shall proceed to liquidate the assets of the Company and wind up its affairs. A reasonable time shall be allowed for the orderly liquidation of the Company's assets and the payment of its liabilities so as to enable the Manager to minimize the normal losses attendant upon liquidation. The provisions of Article IV relating to the allocation of profits and losses of the Company shall be applicable during the period of liquidation. Proceeds of liquidation shall be applied and distributed in the following order of priority:

- (a) To the payment of any debts and liabilities of the Company;
- (b) To the establishment of any reserves which the Manager deems necessary to provide for the payment of any debts or liabilities of the Company. At the expiration of a reasonable period of time as the Manager deems advisable, the balance of such reserve funds remaining after payment of any such debts, liabilities or contingencies, shall be distributed in accordance with subparagraph (c) below;
- (c) To the Members, on a pro rata basis, in accordance with their respective Membership Interests.

ARTICLE IX

BOOKS, RECORDS AND ACCOUNTING

9.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act and such books

and records shall be kept at the Company's Registered Office.

9.2 Accounting. The Company shall maintain proper books and records in accordance with generally accepted accounting principles. The fiscal and taxable year of the Company shall be the calendar year. All Members and their representatives shall have the right to inspect the Company's books and records at any time upon reasonable notice.

9.3 Member's Accounts. Separate capital accounts shall be maintained by the Company for each Member. Each Member's capital account shall reflect the Member's Capital Contributions and increases for the Member's share of any net income or gain of the Company. Each Member's capital account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Binding Effect. Subject to the provisions of this Agreement relating to assignment and transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

10.2 Certificates. The Members shall promptly execute and file Articles of Organization and all other legally required fictitious names or other applications, registrations, publications, certificates and affidavits required to be filed with governmental authorities.

10.3 Amendment. This Agreement may be amended or revoked at any time by a written agreement executed by all of the Members. No change or modification to this Agreement shall be valid unless in writing and signed by all of the Members.

10.4 Notices. Any notice permitted or required under this Agreement shall be conveyed to the party at the address reflected in this Agreement and will be deemed to have been given, when deposited in the United States mail, postage paid, or when delivered in person, or by courier or by facsimile transmission.

10.5 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.6 Choice of Law and Forum Selection. This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan. All actions arising directly or indirectly out of this Agreement shall be litigated only in the United States District Court for the Eastern District of Michigan, Southern Division, or in the Oakland County, Sixth Judicial Circuit Court, and the parties hereby irrevocably consent to the personal jurisdiction and venue of those courts over the parties to this Agreement.

10.7 Terms. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

10.8 Headings. The titles of the sections have been inserted as a matter of convenience for reference only and shall not control or affect the meaning or construction of any

of the terms or provisions of this Agreement.

10.9 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same.

10.10 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and contains all of the agreements among said parties with respect to the subject matter hereof.

The Members have executed this Agreement on the date set forth above.

"COMPANY"

BIRMINGHAM TEATRO, L.L.C.,
a Michigan limited liability company

By:



Nicholas Lekas, Manager
Address: 211 South Old Woodward
Birmingham, MI 48009

"MEMBERS"



Nicholas Lekas
Address: 1480 W. Romeo Rd.
Leonard, MI 48367

Daniel Shaw
Address: 4980 Lakeview Blvd.
Clarkston, MI 48348

10.7 Terms. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

10.8 Headings. The titles of the sections have been inserted as a matter of convenience for reference only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

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"COMPANY"
BIRMINGHAM TEATRO, L.L.C.,
a Michigan limited liability company

By: _____

Nicholas Lekas, Manager
Address: 211 South Old Woodward
Birmingham, MI 48009

"MEMBERS"

Nicholas Lekas
Address: 1480 W. Romeo Rd.
Leonard, MI 48367

Daniel Shaw
Address: 4980 Lakeview Blvd.
Clarkston, MI 48348

EXHIBIT A

BIRMINGHAM TEATRO, L.L.C.

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Membership Interest In Company</u>
Nicholas Lekas	\$50,000.00	50%
Daniel Shaw	\$50,000.00	50%
TOTAL	\$100,000.00	100%

"COMPANY"

BIRMINGHAM TEATRO, L.L.C.,
a Michigan limited liability company

By:



Nicholas Lekas, Manager

"MEMBERS"



Nicholas Lekas

Daniel Shaw

EXHIBIT A

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Daniel Shaw	\$50,000.00	50%
TOTAL	\$100,000.00	100%

"COMPANY"

**BIRMINGHAM TEATRO, L.L.C.,
a Michigan limited liability company**

By:

Nicholas Lekas, Manager

"MEMBERS"

Nicholas Lekas

Daniel Shaw

LIQUOR LICENSE PURCHASE AGREEMENT

THIS LIQUOR LICENSE PURCHASE AGREEMENT is entered into on this ____ day of April, 2017 ("Effective Date") by and between Thumper's Splatter, LLC, a Michigan Limited Liability Company whose address is 230 E. Auburn Road, Rochester Hills MI 48307 ("Seller") and Birmingham Teatro, LLC, a Michigan Limited Liability Company whose address is 211 S. Old Woodward Avenue, Birmingham, MI 48009 ("Buyer") (collectively, the "Parties").

WHEREAS, the Seller owns certain Class C liquor licenses issued by the Michigan Liquor Control Commission ("MLCC") (License No. 238118, Business Id. No. 235577), which licenses and attendant permits, if any (collectively, the "Liquor License"), are currently in escrow in Seller's name, at 230 E. Auburn Road, Rochester Hills MI 48307, Oakland County, Michigan; and

WHEREAS, the Seller desires to sell said Liquor License and Buyer desires to purchase same;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. **Sale of Liquor License.** Seller agrees to sell to Buyer and Buyer agrees to purchase the Liquor License, free and clear of any liens, encumbrances, restrictions, obligations, and claims of any nature whatsoever, subject only to the conditions and contingencies set forth herein. The Parties shall execute and deliver, each to the other, any legal instrument, application or document of whatsoever nature or kind may be necessary to effect and consummate this transaction, including the right to an MLCC appeal.
2. **Payment of Purchase Price.** It is agreed that Buyer shall pay to Seller, in consideration hereof, the sum of Sixty Five Thousand and No/100ths Dollars (\$65,000.00) (the "Purchase Price"), as follows:
 - A. **Deposit.** At the time of the execution of this Agreement, Buyer shall deposit the sum of Five Thousand and No/100ths Dollars (\$5,000.00) ("Deposit") with Adkison, Need, Allen, & Rentrop, PLLC ("Escrow Agent") The same is to be kept and held in the trust account by the Escrow Agent, who is specifically authorized by both Seller and Buyer to act as their Escrow Agent, until such time as the MLCC authorizes the transfer of the Liquor License from the Seller to Buyer or the Deposit is otherwise returned or distributed pursuant to the terms of this Agreement. Upon approval by the MLCC, and execution of a Bill of Sale and Assignment and any other instruments necessary to consummate this transaction, in form and content reasonably satisfactory to Buyer, said Deposit is to be paid by Escrow Agent to the Seller.
 - B. **Balance.** At the time of the closing of this transaction, an additional Sixty Thousand and No/100ths Dollars (\$60,000.00) shall be paid to the Seller by cashier's check, wire transfer or other immediately available funds.
3. **Inventory.** There is no inventory included in this Agreement.

4. **Closing Contingency.** The Parties' performance on this Agreement is contingent upon the occurrence of each of the following conditions precedent. Should any one of the following fail to occur, then the same shall constitute an automatic termination of this Agreement, Buyer shall be entitled to an immediate refund, in full, of the Deposit made hereunder, and neither party shall have any further obligation hereunder:
 - A. Buyer's receipt of written approval from the City of Birmingham and the MLCC for transfer of ownership of the Liquor License to the Buyer for use at 211 S. Old Woodward Avenue, Birmingham, MI 48009 (the "Premises"), after appeal of any denial, at Buyer's sole and absolute discretion (the "Governmental Approvals"). The Buyer shall apply to the MLCC and the City of Birmingham, if required, for the transfer of Seller's interest in the Liquor License to Buyer within twenty (20) days after full execution of this Agreement, and both parties shall diligently and expeditiously proceed with whatever steps shall be necessary to obtain the approval for the transfer. Both Seller and Buyer agree to immediately fulfill any directives or requirements from the MLCC and the City of Birmingham to expedite the transfer. Buyer shall pay all fees required in connection with the transfer of the Liquor License, including but not limited to inspection fees, fees for other permits (such as, by way of example and not by way of limitation, outdoor service permits) any other fees for any permits included in the Liquor License. Seller shall pay all fees that may have accrued prior to the date of closing, including without limitation, all renewal and/or escrow fees and any licensing fees not associated with the transfer that accrued prior to the date of closing. However, the renewal fee for 2017-2018 shall be prorated, on a per diem basis, to the date of Closing. The Buyer shall reimburse the Seller for its portion of the renewal fee at Closing.
5. **Closing.** The sale and transfer shall be consummated within twenty (20) days after the satisfaction or waiver of the contingency set forth in paragraph 4 hereof, at a time and place determined by the Parties ("Closing Date"). The Parties agree that, except as specifically set forth herein, the consummation of the transfer shall take place no later than one hundred eighty (180) days after the date of this Agreement ("Outside Closing Date"). If, through no fault of the Buyer, the Governmental Approvals have not been obtained because of delays by the MLCC processing normal paperwork, and not because of Buyer's non-performance or failure to timely respond to requests from the MLCC, the local police or the local unit of government, then the Parties hereby agree that the Outside Closing Date shall be extended an additional thirty (30) days to facilitate completion of the application processing and consideration of the transfer by the MLCC ("Extended Closing Date").

If the application is approved for transfer by the MLCC, but subject to a final inspection or other conditions outside the control of the Seller, then the closing shall be consummated as set forth above, and the Liquor License shall remain in escrow until such time as the conditions may be satisfied ("Escrowed Closing"). In the event of an

Escrowed Closing, and in the event that the Liquor License has not finally transferred prior to the next succeeding MLCC renewal deadline, the Seller shall cooperate with Buyer to facilitate renewal of the Liquor License by timely forwarding the executed MLCC renewal form to Buyer's counsel for processing before the April 30 renewal deadline.

If, through no fault of either party, the contingencies have not been satisfied or waived by the Buyer, or the sale is not consummated on or before the Outside Closing Date or Extended Closing Date, either party may terminate this Agreement by written notice delivered to the other party on or before the Outside Closing Date or Extended Closing Date, as applicable, in which event the Buyer shall receive a refund of the Deposit in full termination of this Agreement, and neither party shall have any further obligation hereunder.

In the event that the contingencies contained herein have not been satisfied by the Outside Closing Date, and the delay or failure is a result of misrepresentation, concealment, fraud, non-performance or untrue/unstated representations made by either party or its agents, the party committing such misrepresentation, concealment, fraud or non-performance shall be deemed to be in default and the non-defaulting party shall have the remedies set forth in paragraph 11, below.

6. **Termination Upon Failure of Contingencies.** In the event that the Closing Contingency set forth in paragraph 4, above, is not satisfied, for any reason other than the breach by Buyer or Seller of the express terms of this Agreement, after the Parties have complied with all of the terms and provisions provided herein, then this Agreement shall become null and void and the Escrow Agent shall immediately return to the Buyer the entire Deposit and Buyer shall have no further liability or obligation to Seller. The Escrow Agent is specifically required to make such return.
7. **Conveyance of Clear Title.** All taxes and assessments of every nature and kind, and all obligations, debts or claims which have been or may become a lien upon the Liquor License or which arise during or by virtue of Seller's ownership thereof, shall be paid by Seller prior to the Closing Date. Any liens or assessments not paid by the Seller on or before the Closing Date may be paid by the Buyer and credited against the Purchase Price due to the Seller at closing.
8. **Representations, Warranties, and Covenants of Seller.** Seller represents and warrants to and covenants with Buyer as follows:
 - A. **Marketable Title.** That Seller is the sole owner of, and has good and marketable title to, and authority to sell and transfer the Liquor License, which Liquor License shall be free and clear of all liens and encumbrances as of the Closing Date, and that there are no transfer applications or other transactions pending with anyone concerning the transfer of, or ownership of, the Liquor License; and

- B. **Liens.** That no judgments, liens, or security interests will be outstanding at the time of the closing against Seller which would affect Seller's title to, or Seller's ability to transfer, such Liquor License to Buyer.
- C. **Taxes.** All taxes and assessments of every nature and kind, which have been or may become a lien upon the Liquor License or which arise during, or by virtue of, Seller's ownership thereof, shall be paid by Seller prior to the Closing Date. There shall be no outstanding taxes due at the Closing Date that could result in successor liability under MCL 205.27a.
- i. Immediately after execution of this Agreement, Seller shall complete and file Michigan Department of Treasury form 5156, Request for Tax Clearance Application (Parts 1 and 4) which shall include authorization of Purchaser's Counsel to receive information relative to Seller's tax status. Immediately after Closing, Seller shall make application for issuance of a conditional tax clearance to the Michigan Department of Treasury, and shall prepare and file all necessary and appropriate returns and reports for issuance of conditional tax clearance.
 - ii. As security for the payment of the tax liabilities and issuance of the tax clearance, Seller agrees to deposit with Adkison, Need, Allen, & Rentrop, PLLC ("Tax Escrow Agent") an amount equal to 1 ½ times the total outstanding tax obligation as reported by Treasury in response to Seller's initial Request for Tax Clearance Application, to be held and distributed pursuant to the terms of an escrow agreement executed by the parties at the Closing. Escrow Agent shall hold the fund until the Certificate of Conditional Tax Clearance has been received from the state of Michigan showing that Seller has filed all tax returns and reports required to be filed before closing and that Seller has paid all taxes due pursuant to Section 27a of the Michigan Revenue Act, MCL 205.27a, and until evidence of any other information is furnished to assure transfer of unencumbered title to the Assets, subject to the provisions of this Agreement.
 - iii. In the event that the parties establish the Escrow Fund and it is not sufficient to pay the taxes, Seller and Seller's Member, individually, jointly and severally, shall hold, defend, and indemnify Buyer harmless for any and all liability for taxes in excess of the amount of the Escrow Fund created above.
- D. **No Violations.** There are no violations of the Michigan Liquor Control Code, or the rules promulgated thereunder, currently pending regarding the Liquor License. In the event that such a violation does exist, and Seller fails to remedy such violation, the Buyer shall have the right, but not the obligation, to itself remedy the violation in order to facilitate the transfer of the Liquor License to Buyer, in which event Seller shall indemnify and hold Buyer harmless from any and all

liability, including without limitation, fines, penalties and actual attorney fees associated with Buyer remedying Seller's or Seller's predecessor's outstanding violations of the Michigan Liquor Control Code or Rules. In the alternative, Buyer may deduct the amount Buyer pays in fines, penalties, and actual attorneys' fees associated with Buyer remedying Seller's or Seller's predecessor's outstanding violations of the Michigan Liquor Control Code or Rules from the Purchase Price paid at closing.

- E. **Authorization.** This Agreement has been duly and validly authorized by any and all necessary corporate action of Seller and, upon due execution and delivery, will constitute a valid and binding agreement of Seller.

9. **Representations, Warranties, and Covenants of Buyer.** Buyer represents and warrants with Seller as follows:

- A. **Qualification.** Buyer acknowledges that there are requirements of the City of Birmingham and the MLCC associated with the transfer of the Liquor License from Seller to Buyer. With respect to this transfer, Buyer knows of no reason why Buyer, or any of Buyer's members or shareholders, would not be approved by the City of Birmingham or the MLCC for the transfer of the Liquor License.
- B. **Authorization.** This Agreement has been duly and validly authorized by any and all necessary action of Buyer and, upon due execution and delivery, will constitute a valid and binding agreement of Buyer.

10. **Brokerage Commission.** There is no broker involved in this transaction.

11. **Default and Remedy.**

- A. **Seller Default.** In the event that Seller defaults on any of its obligations under this Agreement, and Seller fails to cure such default within ten (10) days of written notice thereof, Buyer shall have the option to either (1) waive such default and proceed to closing, (2) terminate this Agreement, in which event the Deposit shall be returned to Buyer, or (3) seek the remedy of specific performance.
- B. **Buyer Default.** In the event that Buyer defaults on any of its obligations under this Agreement, and Buyer fails to cure such default within ten (10) days of written notice thereof, Seller shall have the option to either (1) waive such default, or (2) terminate this Agreement, in which event the Deposit shall be released to Seller as liquidated damages, and neither party shall have any further obligation to the other.

12. **Miscellaneous.**

- A. **Notice.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or mailed first class, postage prepaid to the following addresses, or to the e-mail addresses below, until notification of a different address:
- (1) To the Seller:
Lisa A. Ebert
2850 Riverside Dr.
Waterford, MI 48329
e-mail: Lebert248@comcast.net
 - (2) To the Buyer:
Nicholas Lekas
Birmingham Teatro, LLC
211 S. Old Woodward Avenue
Birmingham, MI 48009
e-mail: _____
 - (3) With a copy to (which shall not constitute notice):
Kelly A. Allen, Esq.
Adkison, Need, Allen, & Rentrop, PLLC
39572 Woodward Ave., Suite 222
Bloomfield Hills, Michigan 48304
- B. **Applicable Law.** This Agreement shall be governed by Michigan law.
- C. **Assignment.** This Agreement shall not be Assigned without the prior written consent of both Parties.
- D. **Survival.** The covenants, representations and warranties of all Parties set forth herein will be effective on the date hereof, on the Closing Date, and shall survive closing.
- E. **Pronouns.** The pronouns and relative words herein used are written in the singular only. If more than one Buyer and/or Seller join in the execution hereof, such pronouns and words shall be read as if written in plural.
- F. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Michigan.
- G. **Merger and Amendment.** This Agreement is and shall be deemed the complete and final expression of the agreement between the Parties as to matters herein contained and relative thereto, and supersedes all previous agreements between

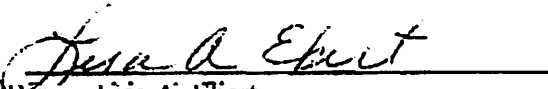
the Parties pertaining to such matters. It is clearly understood that no promise or representation not contained herein was an inducement to either party or was relied on by either party in entering into this Agreement. This Agreement cannot be amended, altered or any of the provisions waived on behalf of either party, except in writing by a duly authorized agent of either party.

- H. **Waiver of Performance.** Any failure of either party to insist upon strict compliance with any provisions of this Agreement shall not constitute a waiver thereof and all provisions herein shall remain in full force and effect.
- I. **Headings.** The paragraph headings used in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.
- J. **Severability.** If any part of this Agreement is held to be invalid or unenforceable under Michigan law, the remaining provisions shall be enforceable to the maximum extent permitted by law; provided that the remaining provisions effectuate fully the intent of the Parties as manifested herein.
- K. **Waiver of Conflict.** The Buyer and Seller acknowledge that the Firm of Adkison, Need, Allen, & Rentrop, PLLC represents both Parties with regard to this Agreement for purposes of handling the procedures required by the MLCC. However, the Seller has been advised to seek separate counsel to review the terms of this Agreement.
- L. **Counterparts and Electronically Transmitted Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. For purposes of this Agreement, an electronically transmitted signature shall be deemed the same as an original.

IN WITNESS WHEREOF, the Parties have entered into this Agreement to be effective as of the date first set forth above.

SELLER:
Thumper's Splatter, LLC,
a Michigan Limited Liability Company

BUYER:
Birmingham Teatro, LLC,
a Michigan Limited Liability Company


By: Lisa A. Ebert
Its: Member

By: Nicholas Lekas
Its: Member

Dated: 4-17-17

Dated: _____

the Parties pertaining to such matters. It is clearly understood that no promise or representation not contained herein was an inducement to either party or was relied on by either party in entering into this Agreement. This Agreement cannot be amended, altered or any of the provisions waived on behalf of either party, except in writing by a duly authorized agent of either party.

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SELLER:
Thumper's Splatter, LLC,
a Michigan Limited Liability Company

BUYER:
Birmingham Teatro, LLC,
a Michigan Limited Liability Company

By: Lisa A. Ebert
Its: Member

Dated: _____

By: 
Its: Member

Dated: 4-17-17

ACKNOWLEDGEMENT OF ESCROW

Adkison, Need, Allen, & Rentrop, PLLC, the Escrow Agent named, does hereby consent to act as Escrow Agent under the terms of this Agreement, and does hereby acknowledge receipt of the sum of Five Thousand and No/100ths Dollars (\$5,000.00) from Buyer, and agrees to hold same in escrow as provided in this Agreement and to deliver same to the persons entitled thereto upon the performance or nonperformance of the terms and conditions of this Agreement.



Kelly A. Allen

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE				
ADKISON, NEED	Adkison, Need, Allen, \$ Rentrop,	00000000000038182	3/31/2017	2883			
OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
DEP LIQUOR LIC	3/31/2017		\$5,000.00				
			\$5,000.00	\$5,000.00	\$0.00		\$5,000.00

COMMENT

BIRMINGHAM THEATRE, LLC

211 SOUTH OLD WOODWARD
BIRMINGHAM, MICHIGAN 48009
(248) 723-6230

JPMORGAN CHASE BANK, N.A.
9-32/720

DATE

AMOUNT

3/31/2017

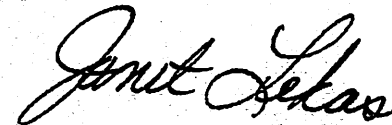
\$5,000.00

PAY

Five Thousand Dollars and 00 Cents

TO THE
ORDER
OF

Adkison, Need, Allen, \$ Rentrop, PLLC
39572 Woodward, Suite 222
Bloomfield Hills MI 48304



AUTHORIZED SIGNATURE

Security features. Details on back.



⑈002883⑈ ⑆072000326⑆

727267192⑈

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "**Sublease**") is dated as of the 17th day of April 2017, by and between **Birmingham Theatre, L.L.C.**, a Michigan limited liability company, located at 211 South Old Woodward, Birmingham, MI 48009 ("**Sublandlord**"), and **Birmingham Teatro, L.L.C.**, a Michigan limited liability company ("**Subtenant**") located at 211 South Old Woodward, Birmingham, MI 48009. Sublandlord and Subtenant are each sometimes referred to herein as a "**Party**" and collectively as the "**Parties**".

R E C I T A L S:

The following is a recital of the facts underlying this Sublease:

A. Sublandlord is a tenant pursuant to a written Lease dated January 3, 2017 with Fuller Central Park Properties, L.L.C., a Michigan limited liability company (the "**Primary Landlord**"), located at 112 Peabody St., Birmingham, MI 48009 (the "**Primary Lease**").

B. The Primary Lease relates to a lease of the building commonly known as 211 S. Old Woodward, Birmingham, Michigan (the "**Building**"). The Primary Lease runs through December 31, 2024 (the "**Term**").

C. This Sublease is subject to the Primary Lease at all times.

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. **Sublease.** Sublandlord hereby leases to Subtenant, and Subtenant hereby leases from Sublandlord, the Subleased Premises on the terms and conditions set forth herein and subject to the terms of the Primary Lease.

2. **Modified Provisions.** Notwithstanding the provisions of the terms of the Primary Lease, this Sublease is on the following terms:

A. **Rent.** Subtenant shall pay to Sublandlord all Rent as is set forth in the Lease. Monthly rental payments shall be paid to Sublandlord in advance on the first (1st) day of each calendar month during the Term without setoff, deduction or counterclaim. Any period which is less than a full calendar month shall be prorated accordingly.

B. **Occupancy.** Subtenant shall be given occupancy/access of the Subleased Premises on April 17, 2017 (the "**Commencement Date**").

C. **Condition of Subleased Premises.** Subtenant agrees that it will take possession of the Subleased Premises in their "As-Is, Where-Is" condition.

D. **Payment of Rent.** All rent shall be paid by Subtenant to Sublandlord at the following address:

112 Peabody St.
Birmingham, Michigan 48009

E. No Right To Assign Or Sublease. Subtenant acknowledges and agrees that it has no right to sublease the Subleased Premises or to assign its rights under this Sublease in whole or in part, without the prior written consent of Sublandlord and Landlord.

F. Insurance. Subtenant shall procure and maintain at its sole cost and expense policies of insurance of the types required to cover its contents and business interruption. Sub-landlord shall continue its general commercial liability insurance coverage of the entire building (including the Subleased Premises) as required under the Primary Lease. Such policies shall name Landlord and Sublandlord and Subtenant as additional insureds.

G. Subtenant's Improvements. Subtenant shall not have the right to make any structural improvements to the Subleased Premises. Any non-structural improvements, to the Subleased Premises shall be subject to the Sublandlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed, as well as the Landlord's prior approval.

H. Counterparts/Electronic Delivery. This Sublease may be signed in two or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A photocopy, electronic image file or facsimile of this Sublease shall have the same force and effect as an original.

IN WITNESS WHEREOF the Parties have executed this Sublease the day and year above written:

SUBLANDLORD

Birmingham Theatre, L.L.C.,
a Michigan limited liability company

By: Janet Lexas

Its: Member

Additional signatures appear on the following page

SUBTENANT

Birmingham Teatro, L.L.C.,
a Michigan limited liability company

By: 

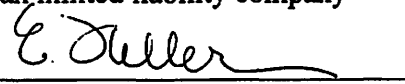
Its: member

LANDLORD'S CONSENT

By signing below, Landlord consents to Sublandlord's entering into the Sublease with Subtenant. Landlord and Subtenant acknowledge and agree that this instrument constitutes a sublease only, and not an assignment of the Primary Lease, whether in whole or in part.

LANDLORD

Fuller Central Park Properties, L.L.C.,
a Michigan limited liability company

By: 

Its: MANGR

LEASE AGREEMENT
RETAIL

FULLER CENTRAL PARK PROPERTIES, L.L.C.
112 Peabody Street
Birmingham, MI 48009-6329
(248) 642-0024

This Lease made this 31st day of January, 2017 ("Effective Date"), by and between, FULLER CENTRAL PARK PROPERTIES, L.L.C., a Michigan limited liability company, of 112 Peabody Street, Birmingham, Michigan 48009-6329, the Lessor, hereinafter designated as the Landlord, and BIRMINGHAM THEATRE, L.L.C., a Michigan limited liability company, 211 S. Old Woodward Avenue, Birmingham, Michigan 48009, the Lessee, hereinafter designated as the Tenant.

WITNESSETH:

For and in consideration of the Leased Premises, the covenants herein, and other valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties hereto agree:

1. Leased Premises. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant and Tenant hereby hires and leases from Landlord the following-described Leased Premises ("Leased Premises") situated in Landlord's building (the "Building") located in the City of Birmingham, County of Oakland, State of Michigan, to-wit:

Approximately 32,500 square feet more commonly known as
211 S. Old Woodward Avenue, Birmingham, Michigan.

2. Term. The term of this Lease is eight (8) years from and after the first day of January, 2017, unless terminated earlier by Landlord or Tenant as provided herein.

3. Rent. Tenant shall pay during the continuance of this Lease unto the Landlord for rent of the Leased Premises for said term the sum of Two Million Nine Hundred Four Thousand Six Hundred Forty-six and (\$2,904,646.08) 08/100ths Dollars in lawful money of the United States payable in ninety-six (96) consecutive monthly installments in advance upon the first day of each and every month as follows:

\$30,256.73 per month	01/01/17 – 12/31/24	\$2,904,646.08
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Tenant shall pay as Additional Rent any money and charges required to be paid by Tenant pursuant to the terms of this Lease, whether or not same may be designated "Additional Rent."

All payments of Base Rent shall be made without demand; and all payments of Additional Rent and all other payments to Landlord required hereunder shall be made as and when called for herein and if not herein specified then upon demand by Landlord; all payments

hereunder including Base Rent and Additional Rent shall be made without deduction or off-set, in cash or by check drawn upon a U.S. banking institution payable to Landlord, with collected funds on deposit when such check is written and presented, and shall be delivered to Landlord at its address set forth in this Lease, or to such other party and place as may be designated by notice in writing from Landlord to Tenant from time to time.

No payment by Tenant or receipt and acceptance by Landlord of a lesser amount than the Base Rent, Additional Rent, or other payments to Landlord required hereunder shall be deemed to be other than part payment of the full amount then due and payable, nor shall any endorsement or statement on any check or any document accompanying any check, payment of rent or other payment, be deemed an accord and satisfaction or modification of Tenant's liabilities; and Landlord may accept such part payment without prejudice to Landlord's right to recover the balance due and payable or pursue any other remedy in this Lease provided and without regard to any such endorsement or document, which, between the parties, shall be ineffective as a diminishment of Tenant's obligations.

4. Late Payments. Tenant shall pay to Landlord a late charge equal to five (5%) percent of the amount of each installment of Base Rent or any other sum owing from Tenant to Landlord under the terms hereof which is not received by Landlord within seven (7) days after its due date, in order to defray the legal, management, bookkeeping and other administrative costs resulting from Tenant's failure to timely make such payments, and an additional late charge of two (2%) percent per month on any installment of Base Rent or other payment owing from Tenant to Landlord under the terms hereof which is overdue thirty (30) days or longer. Tenant shall pay to Landlord interest at the rate of twelve (12%) percent per annum on any sums advanced until payment thereof is received by Landlord. To the extent any sums collected above are in excess of the amounts which Landlord may lawfully collect, the excess shall instead be applied to the immediately succeeding installment(s) of Base Rent due hereunder or shall be returned to Tenant, at Landlord's option.

5. Assignment. Tenant shall not, in whole or in part, assign or transfer this Lease or any rights hereunder or hypothecate or mortgage same or sublet or grant a license within the Leased Premises, or any part thereof, without the prior written consent of Landlord in each instance, such consent not to be unreasonably withheld. Any such assignment, transfer, hypothecation, mortgage, license or subletting shall not release Tenant hereunder, and any assignee or subtenant shall expressly assume all of the Tenant's covenants, warranties and obligations hereunder. In the event the rent or any other charge to be paid by a subtenant, licensee or assignee of Tenant exceeds the sum of the rent due under this Lease from Tenant to Landlord (as a whole or on a square foot basis for the space involved), Tenant shall pay to Landlord, as Additional Rent, an amount equal to such excess at the time or times the same is paid by such subtenant, licensee or assignee to Tenant. Any attempted assignment, transfer, hypothecation, mortgage, license or subletting without Landlord's prior written consent shall give Landlord the right to terminate this Lease and re-enter and repossess the Leased Premises and Tenant shall be liable to Landlord for all damages in connection therewith, in addition to and cumulative of any other remedies of Landlord provided herein and by law. The transfer(s), attempt(s) to transfer, grant of an option or encumbrance of or for more than twenty-five (25%) percent of the stock or membership interest of Tenant or a change in the management or control of Tenant shall, for the purposes of this paragraph, be an assignment of this Lease.

6. Bankruptcy and Insolvency. If the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

7. Right to Mortgage. The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the Leased Premises and/or on the land and buildings of which the Leased Premises are a part or upon any buildings hereafter placed upon the land of which the Leased Premises form a part. Tenant shall execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant. Any such mortgage and Tenant's subordination thereto shall provide that Landlord's default and/or any foreclosure or other enforcement of any such mortgage shall not terminate this Lease or disturb Tenant's rights, possession and/or use of the Leased Premises, unless Tenant shall be in default, or shall subsequently default.

If, as a condition of making such mortgage, Landlord's mortgagee shall request reasonable modifications of this Lease, Tenant shall not unreasonably withhold or delay its agreement to such modifications, provided that such modifications do not increase the obligations or materially and adversely affect the rights of Tenant under this Lease.

8. Use and Occupancy. It is understood and agreed between the parties hereto that the Leased Premises during the continuance of this Lease shall be used and occupied for the operation of eight (8) movie theatres for the showing of movies (except adult or pornographic films) and for any lawful business appurtenant to the foregoing, including but not limited to the sale of drinks, confections, candy, and similar items; for the sale of personal property incidental or related to films; for the sale of alcoholic beverages if an appropriate license is obtained by Tenant; and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the Leased Premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at its option terminate this Lease forthwith and re-enter and repossess the Leased Premises.

9. Risk of Loss. All property in the Leased Premises, including, but not limited to, all inventory and merchandise, shall be and remain the Tenant's sole risk, and the Landlord shall not be liable for any damage to, or loss of property or other damages arising from any act or negligence of any persons or entities other than those grossly negligent or intentional acts, omissions of Landlord or its employees or agents. Landlord shall not be liable for any damage to or loss of property or other damage or injury arising from the roof leaking, or from the bursting, leaking, or overflowing of water, sewer or sprinkler system pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from any other cause whatsoever, nor shall the Landlord be liable for any injury to the person of the Tenant, its officers, agents, employees, representatives, invitees or other persons in the Leased Premises. It is expected that all such

losses will be borne and/or covered by insurance that Tenant is to maintain pursuant to this Lease.

10. Casualty. If the Leased Premises are wholly or partially destroyed by fire or other casualty, Tenant shall give immediate notice thereof in writing to Landlord, and shall fully cooperate with Landlord in filing all necessary proofs of claim with insurance companies. The proceeds of such insurance applicable to the Leased Premises, to the extent permitted by any mortgage then encumbering the Leased Premises, and provided sufficient insurance proceeds, in Landlord's judgment, are available, shall be used by Landlord to promptly commence to rebuild, repair or restore the Leased Premises to their condition at the time immediately preceding the loss or damage. Landlord may, however, elect to retain such insurance proceeds and shall not be required to rebuild, repair or restore the Leased Premises to their condition at the time immediately preceding the loss or damage. Landlord may, however, elect to retain such insurance proceeds and shall not be required to rebuild, repair or restore the Leased Premises by notifying Tenant within fourteen (14) days of such casualty, and either Landlord or Tenant may elect to terminate the Lease if more than one-half of the Leased Premises are so damaged or destroyed. In the event of total destruction of the Leased Premises and the Lease is not terminated as provided above, the rent shall abate during the period of rebuilding, repair or restoration by Landlord or, in the event of partial destruction of the Leased Premises, the rent shall abate pro rata during the period of rebuilding, repair or restoration based upon the portion of the Leased Premises rendered unusable during the period of rebuilding, repair or restoration by Landlord. The estimated time for rebuilding, repair or restoration shall be given to Tenant within thirty (30) days of any such loss or damage and, in the event that the work of restoring the Leased Premises to pre-casualty condition, based upon such estimate cannot, or in fact, such rebuilding, repair or restoration is not substantially completed within one hundred eighty (180) days after said loss or damage, Tenant shall have the one time option to terminate this Lease by sending certified written notice to Landlord at any time prior to Landlord's tender of the substantially repaired Leased Premises to Tenant.

11. Eminent Domain. If the whole or any part of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose and all rent and other obligations of Tenant shall be paid up to the day and from that day the Tenant shall have the right either to cancel this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided except that rent shall be reduced in proportion to the amount of the Leased Premises taken. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Leased Premises; provided, however, that the Landlord shall not be entitled to any portion of the award made to the Tenant for loss of business.

12. Certain Insurance. Tenant shall procure and keep in effect fire insurance (including special covered causes of loss endorsements) for the full replacement cost of Tenant's equipment, all inventory, merchandise and all other personal property and cause Landlord to be named as an additional insured in connection therewith.

13. Insurance and Indemnification.

(a) Tenant's Insurance. Tenant agrees to and does hereby indemnify and hold Landlord harmless of, from and against all liability for damages to any person or property in, on or about the Leased Premises from any cause whatsoever, including, without limitation, as a result of Tenant's acts or omissions. During the term of this Lease, Tenant at Tenant's expense shall maintain in full force and effect general public liability and property damage insurance against claims for injury, wrongful death and property damage, including, but not limited to, coverage for damage to all plate glass, occurring upon, in or about the Leased Premises and the appurtenances thereto for the benefit of the Landlord, and which shall name Landlord as an additional insured, in the aggregate sum of not less than Three Million (\$3,000,000.00) Dollars.

(b) Waiver of Subrogation. Each casualty, fire and extended coverage or all-perils insurance policy required under this Lease shall contain a clause in which the underlying insurance carrier waives all rights of subrogation with respect to losses payable under such policies. By this Paragraph 14, Landlord and Tenant intend that the risk of loss or damage be borne by the parties' insurance carriers and Landlord and Tenant shall look solely to and seek recover from only their respective insurance carriers in the event of a loss is sustained for which insurance is required under this Lease. For this purpose, applicable deductible amounts shall be treated as though they were recoverable under such policies.

14. Policies of Insurance. All of Tenant's insurance policies shall contain an agreement by the insurers that such policies shall not be canceled or amended to materially affect the Landlord or any coverage which may affect the Landlord, without at least thirty (30) days prior written notice to Landlord. Such insurance shall be obtained and evidence thereof delivered to Landlord prior to any occupancy of the Leased Premises by Tenant or upon the commencement of the Lease Term, whichever shall first occur, and Tenant shall pay the renewal premium on such insurance and deliver evidence thereof to Landlord not less than fourteen (14) days prior to the expiration of such insurance. Upon Tenant's failure to procure or maintain said insurance, Landlord may, but shall have no obligation to, at its option, obtain such insurance and the cost thereof, with interest thereon as provided in Paragraphs 4 and 5 hereof, shall be paid in full by Tenant, as Additional Rent, due and payable on the same date as the next installment of Base Rent. The policy or policies obtained by Tenant pursuant to Tenant's obligations hereunder shall contain a clause or provision pursuant to which the insurance carrier or carriers waive all rights of subrogation against the Landlord with respect to losses payable under such policies. Tenant shall deliver to Landlord upon execution of this Lease, copies of its insurance policies maintained pursuant to this paragraph and shall notify Landlord promptly of any change of the terms of any such policies.

15. Repairs and Alterations. The Tenant will, at its own expense, during the continuance of this Lease, keep the Leased Premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the Leased Premises in like condition as when Tenant first commences business, reasonable use and wear thereof excepted. The Tenant shall not make any alterations, additions or improvements to the Leased Premises without the Landlord's written consent, which shall not be unreasonably withheld, and all alterations, additions or

improvements made by either of the parties hereto upon the Leased Premises, except movable displays, furniture and movable trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease, without molestation or injury. This paragraph shall be construed to include and refer to anything as part of the Leased Premises that is attached to the floor, walls or ceiling of the Leased Premises by means of glue, screws, nails, tacks, bolts or otherwise.

The Tenant covenants and agrees that if the Leased Premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may, upon making a reasonable attempt to provide Tenant with advance notice thereof, enter the Leased Premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord necessary to the use and occupancy of other parts of the Landlord's property.

Additionally, it will be Tenant's obligation during any Tenant's construction, remodeling, or making of improvements to utilize Landlord's mechanical contractors and to secure from city, county, and state agencies any and all necessary permits.

16. Roof, Outer Wall, Door and Window Repairs. The Landlord shall be responsible only for the maintenance and repair of the roof, all structural portions of the Leased Premises (not including any structural portions of any improvements made by Tenant to the Leased Premises), and the four outer walls of the Leased Premises (collectively referred to hereinafter as the "Structural Repairs"). Landlord shall not be responsible for such Structural Repairs if the need for such Structural Repairs was/is caused by the acts of Tenant or Tenant's agents. The Tenant shall be solely responsible to maintain and keep in good order and repair the doors, door frames, all window and door glass and plate glass (interior and exterior), window casings, window frames, windows and any of the appliances or appurtenances of said doors or window casings, window frames and windows, any improvements made by Tenant or its agents, and any attachment or attachments to said building or Leased Premises and all systems used in connection therewith. If Tenant fails to perform any repairs that it is required to make hereunder within 15 days after its receipt of written notice from Landlord, Landlord shall have the right but not the obligation to make such repairs and, provided such repairs were made in a good and workmanlike manner, Tenant shall promptly reimburse Landlord for Landlord's reasonable expenses in making such repairs. All repairs made by either party shall comply with all legal requirements applicable to such repairs.

17. Reservation. The Landlord reserves the right of free access at all times to the roof and/or ceiling area of said Leased Premises and reserves the right to rent said roof and outer walls for advertising purposes.

18. Care of Leased Premises. The Tenant shall not perform any acts or carry on any practices which may injure the Building or be a nuisance or menace to other tenants in the Building or adjacent property and shall keep the Leased Premises under its control.

19. Comply with Laws. The Tenant shall at its own expense under penalty of forfeiture and damages promptly comply with all laws, orders, regulations or ordinances of all municipal, county, state and federal authorities affecting the Leased Premises hereby leased and the cleanliness, safety, occupation and use of same.

20. Smoking. These Leased Premises are non-smoking Leased Premises. No smoking of any substance is permitted in, on or around the Leased Premises and/or Leased Premises, including any common areas. Any violation of this clause shall constitute a breach of this Lease upon which Landlord may terminate this Lease. Landlord otherwise reserves all other rights and remedies available under this Lease and/or pursuant to the law. This provision applies to the Tenant, Tenant's invitees, and any other person on and/or in the Leased Premises.

21. Condition of Leased Premises at Time of Lease. The Tenant acknowledges that it has examined the said Leased Premises prior to the making of this Lease and knows and accepts "as is" the condition thereof.

22. Re-renting. The Tenant hereby agrees that for a period commencing one hundred twenty (120) days prior to the termination of this Lease, the Landlord may show the Leased Premises to prospective tenants, and ninety (90) days prior to the termination of this Lease may display in and about the Leased Premises and in the windows thereof signs indicating the Leased Premises are for rent.

23. Holding Over. It is hereby agreed that in the event of the Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary at a monthly rental rate in an amount equal to one hundred fifty (150%) percent of the rate called for during the last month of the Lease Term.

24. Utilities. Tenant shall pay all charges made against or in respect to the Leased Premises for all utilities, as the same shall become due.

25. Heating and Cooling System. Tenant agrees, at its own expense to maintain its own air conditioning system and/or any other heating or cooling system presently on or hereinafter installed on the Leased Premises in good operating condition, and at the end of the lease term to return same to Landlord in good operating condition.

26. Signage. No sign shall be displayed excepting such as shall be approved in writing by the Landlord prior to display, and no awning or other outside attachment shall be installed or used on the exterior of said Building unless approved in writing by the Landlord prior to such installation.

27. Access to Leased Premises. The Landlord shall have the right to enter upon the Leased Premises at all reasonable hours upon reasonable notice for the purpose of inspecting the same. Tenant hereby authorizes Landlord to enter into and/or to allow any public safety officials to enter into the Leased Premises at any time in the event that the Landlord has a reasonable basis to believe that an emergency situation that exists which would place people and/or property in imminent jeopardy, however, Landlord will, as soon as reasonably possible thereafter, provide Tenant with notice of such entry and the reasons therefore. If the Landlord deems any repairs necessary, it may demand that the Tenant make the same in writing; and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If the

Landlord makes or causes to be made such repairs, the Tenant agrees that it will forthwith on demand pay to the Landlord the cost thereof.

28. Quiet Enjoyment. The Landlord covenants that the said Tenant, on payment of all sums called for herein and performing all the covenants set forth herein, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the Lease Term. However, should Landlord enter into a construction project on any of its properties or Leased Premises, adjacent to the normal construction project or otherwise, disturbance, debris and/or inconvenience shall not be considered a violation of Tenant's quiet enjoyment.

29. Default. If Tenant should fail to pay any sum of the monthly rent or other amounts due under this Lease or shall breach any of the terms and/or conditions of this Lease and same shall not be remedied within seven (7) calendar days after written notice from the Landlord to the Tenant that such payment is past due or such breach has occurred, such non-payment and/or breach after such 7-day period shall constitute a default under this Lease by the Tenant (an "Event of Default"). If an Event of Default shall occur and be continuing for more than the 7-day period, or if Tenant can establish that it timely commenced its efforts to cure any non-monetary default upon notice of same and is diligently pursuing a reasonable cure, Tenant shall have an additional period not to exceed thirty (30) days from the original date of written notice to cure or the Landlord may terminate the Lease, demand Tenant vacate the Leased Premises and/or may demand and/or file suit seeking all of the Landlord's resulting damages.

30. Expenses and Damages - Re-entry. In the event that the Landlord shall obtain possession of the Leased Premises by re-entry, summary proceedings or otherwise, the Tenant hereby agrees to pay the Landlord all reasonable expenses incurred in obtaining possession of the Leased Premises and in pursuing its remedies for breach of the Lease, including recovery of all unamortized funds which Landlord expended and/or contributed toward tenant improvements, all expenses and commissions which may be paid in and about the re-letting of the Leased Premises or any part thereof and all other damages, including actual attorneys' fees and costs. Landlord will use commercially reasonable efforts to mitigate its damages in the event of a Tenant default.

31. Remedies not Exclusive. It is agreed that each and every of the Landlord's rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies, and benefits otherwise allowed by law.

32. Waiver. Landlord's failure to enforce any of its rights hereunder shall at no time be considered as a waiver of its rights to do so at any later time or times. One or more express waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

33. Delay of Possession. It is understood that if the Tenant shall be unable to enter into and occupy the Leased Premises hereby leased at the time above provided, by reason of the Leased Premises not being ready for occupancy, or by reason of the holding over of any previous occupancy of said Leased Premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefor, but during the period the Tenant shall be unable to occupy said Leased Premises as hereinbefore

provided, the rental therefor shall be abated and the Landlord is to be the sole judge as to when the Leased Premises are ready for occupancy by Tenant.

34. Non-liability of Landlord. In the event the Landlord hereunder or any successor owner of the Leased Premises shall sell or convey the Leased Premises, all liabilities and obligations on the part of the original Landlord or such successor owner under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant shall attorn to such new owner.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and out of rents or other income from the Leased Premises receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises, and Landlord shall not be liable for any deficiency.

35. Estoppel Certificate. At any time and from time to time but not more than ten (10) days subsequent to request by Landlord, Tenant shall promptly execute, acknowledge and deliver to Landlord, a certificate indicating (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which rental and other sums payable hereunder have been paid, (c) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in said certificate, and (d) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary under any deed of trust of the Leased Premises or any part thereof.

36. Taxes. Tenant will pay all its pro rata share of all real property taxes, assessments and special assessments on the Leased Premises, when billed by Landlord. Additionally, Tenant will pay its own personal property taxes.

37. Option to Renew/Right of First Offer. Provided that Tenant is not in default of this Lease at the time of the notice of exercise and at the time of the commencement of the hereinafter provided Option Terms, Landlord grants to Tenant One (1) successive Five (5)-year option to extend this Lease upon same terms and conditions, except for the annual Base Rent, which shall, at the commencement of the Option Term, be increased by three percent (3%) of the per square foot Lease rate annually. To exercise any such Option, Tenant must tender written notice to Landlord exercising such Option not less than twelve (12) months prior to the expiration date of the Lease Term or immediately preceding Option Term. Failure of Tenant to timely tender written notice of its exercise of an Option shall terminate such Option, time being of the essence.

38. Notices. Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the receiving party is in writing addressed to the receiving party at its last known post office address or at the Leased Premises and deposited in the mail with postage prepaid; and/or hand delivered to the receiving

party to be noticed. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

39. Pronouns. It is agreed that in this Lease the word "it" shall be used as synonymous with the words "she," "he," and "they," and the word "its" synonymous with the words "her," "his," and "their."

40. Successors. The covenants, conditions, and agreements made and entered into by the parties hereto and the benefits hereunder are binding on, and the benefits hereunder shall accrue to the parties hereto and their respective heirs, successors, representatives, and assigns.

41. Severability. The unenforceability or invalidity, if any, of any provision of this Lease shall not render any other provision or provisions unenforceable or invalid and the remainder of this Lease shall not be affected thereby and the balance of the terms and provisions of this Lease shall be valid and enforceable. If any provision of this Lease is partially unenforceable or invalid, the remaining portion thereof shall be enforced to the fullest extent permitted by law.

42. Security Provision. The Landlord herewith acknowledges the receipt of no monies.

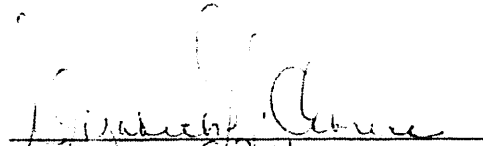
43. Recording. Tenant hereby covenants and agrees not to record this Lease or any memorandum or affidavit thereof or cause same or any memorandum or affidavit thereof to be recorded by any third persons.

44. Headings. The paragraph headings provided herein are for the convenience of the parties, but shall not be deemed to qualify, modify or amend the text of each paragraph of the Lease.

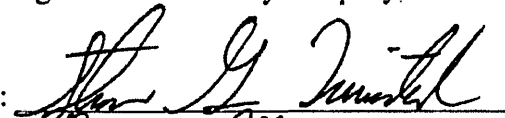
45. Entire Agreement. This Lease constitutes the entire agreement between the parties and may not be modified in any manner except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

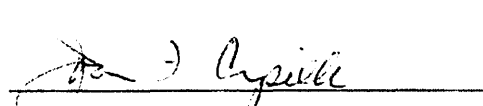
WITNESSED BY:

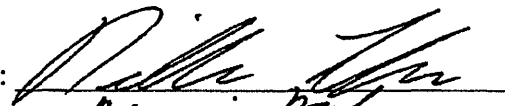

Elizabeth G. McCabe

FULLER CENTRAL PARK PROPERTIES,
a Michigan limited liability company, LANDLORD

By: 
Its: Property Manager

BIRMINGHAM THEATRE, L.L.C., a Michigan
limited liability company, TENANT


Joan F. Cipelle

By: 
Its: Managing Partner



MEMORANDUM

Planning Division

DATE: June 13th, 2017

TO: Planning Board members

FROM: Nicholas Dupuis, Planning Intern

APPROVED: Jana Ecker, Planning Director

SUBJECT: 412-420 E. Frank – Final Site Plan Review

INTRODUCTION

The subject site is composed of three parcels, 412 & 420 E. Frank as well as the small strip of parking that abuts on the east. 412 E. Frank was most recently occupied by Frank Street Bakery, while 420 E. Frank has been used as an interior design office space for the past several years. The combined parcels are 15,200 square feet and are located on the southeast corner of E. Frank and Ann Street. The applicant is proposing to demolish the existing buildings to construct a three story, five (5) unit multi-family structure. The City Commission recently approved a rezoning to TZ1, Transition Zoning on February 13th, 2017. The proposed residential units are permitted principal uses in the TZ1 zone. On March 22nd, 2017, the Planning Board approved the Preliminary Site Plan with the following conditions:

1. The applicant will be required to provide the height of the chimneys at Final Site Plan Review to determine compliance with the Zoning Ordinance;
2. The applicant will be required to provide the required number of trees on-site;
3. The applicant will be required to provide the dimensions of the sidewalks to verify that they meet the ordinance requirements;
4. The applicant will be required to provide three additional street trees or obtain a waiver from the Staff Arborist;
5. The applicant must provide the required bike racks or obtain a variance from the BZA;
6. The applicant provides the required 6 ft. masonry screenwall or meets the ordinance requirements; and
7. The applicant complies with requests from City Departments.

The applicant has now complied with all of the conditions requested by the Planning Board for the acceptance of the Preliminary Site Plan. Please see attached minutes.

1.0 Land Use and Zoning

- 1.1. Existing Land Use – The existing land uses on the site include a vacant commercial building at 412 E. Frank and the single-family

residential building previously used as an office at 420 E. Frank. Both are proposed to be demolished to allow construction of the new multi-family building.

1.2 Zoning – The zoning is TZ1, Transition Zoning. The existing use in the residential structure is considered non-conforming. The surrounding uses appear to conform to the permitted uses of the Zoning District.

1.3 Summary of Adjacent 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	Residential	Commercial	Residential
Existing Zoning District	B2B General Business	R3 Single Family Residential	B2B General Business	R3 Single Family Residential
Overlay Zoning District	D-2	N/A	D-2	N/A

2.0 Setback and Height Requirements

The attached zoning summary analysis provides the required and proposed bulk, area, and placement regulations for the proposed project.

The applicant is proposing to construct a 35' three story building with a flat roof. The plan also includes a 3' parapet wall that extends at an angle and is proposed to be shingled to appear as an asphalt roof. The additional 3' extension is permitted under the definition of "Building Height" listed in Article 09, Definitions of the Zoning Ordinance. Chimneys are permitted to extend above the maximum height as well, provided that they do not exceed the maximum height by more than ten (10) feet. The Final Site Plan shows that the chimney height is in compliance. All setback and height requirements have been met.

3.0 Screening and Landscaping

3.1 Dumpster Screening – No dumpster is proposed. All trash will be stored within the building.

- 3.2 Parking Lot Screening – All parking is fully screened within the building via seven two car garages.
- 3.3 Mechanical Equipment Screening – The electrical transformer located in the southeast corner of the site is proposed to be screened with Juniper bushes and Reed Grasses. The applicant is also proposing to utilize a mechanical well on the roof of the building that will be screened by a parapet wall. The parapet screening the mechanical units is 38 feet above grade, measuring 3 feet above the top of the flat roof. The applicant has provided specification sheets for the rooftop units that will be used, and the proposed screening parapet will suffice as the mechanical units do not exceed 3 feet.
- 3.4 Landscaping – Article 04 section 4.20 LA-01 (E) requires that one (1) deciduous tree and one evergreen tree be provided on site per unit. The applicant is proposing five (5) units. Accordingly, they are required to provide five (5) of each type of tree. Article 4 Section 4.20 states that:

All Plantings to be counted towards the minimum landscape requirements must meet the following minimum size requirements at the time of planting:

- a. Evergreen Trees: 6 feet in height
- b. Deciduous Trees: 3 inches in caliper
- c. Evergreen & Deciduous Shrubs: 18 inches in height

The landscaping plan submitted by the applicant indicates three (3) Columnar European Hornbeam deciduous trees on-site to supplement the two (2) existing deciduous trees that will remain on site. The landscaping plan also shows thirteen (13) Hetz Columnar Juniper and three (3) Wichita Blue Juniper evergreen trees. The Final Site Plan meets the landscaping requirements.

- 3.5 Parking Lot Landscaping – N/A

4.0 Streetscape

The following streetscape requirements are outlined within Article 04 Section 4.73 ST-01 of the Zoning Ordinance:

- Sidewalks: Must be a minimum of 6' wide; the Planning Board may reduce this dimension to 5' along blocks that are occupied only by residential. Accordingly, the applicant is required to provide 6' sidewalks along E. Frank and may be permitted to construct 5' sidewalks along Ann St. should the Planning Board approve this. Currently, the applicant is not proposing any changes to the existing sidewalk width. The sidewalk along Frank is 5'6" and along Ann, 4'.
The Board of Zoning Appeals approved a variance on May 9th,

2017 to allow the applicant to keep the sidewalks aligned with the existing sidewalks. Please see attached minutes.

- Street Trees: One canopy street tree planted is required for every 40' of street frontage. The cumulative frontage of E. Frank St. and Ann St. is 252', requiring six (6) street trees. The applicant is proposing to plant six (6) new street trees and retain one (1) existing tree for a total of seven (7).
- Street Furniture: Benches and trash receptacles need to be provided where the Planning Board determines that pedestrian activity will benefit from these facilities. The applicant is not providing any street furniture at this time. The Planning Board may wish to consider the addition of a bench along Frank St.

5.0 Parking, Loading and Circulation

- 5.1 Parking – In accordance with Article 4, section 4.45 (PK) of the Zoning Ordinance, multiple-family dwelling units with 3 rooms or more are required to provide two spaces per unit. The applicant is proposing five (5) units thus requiring 10 parking spaces, with 14 proposed. Accordingly, the applicant meets the parking requirement.
- 5.2 Loading – In accordance with Article 4, section 4.24 of the Zoning Ordinance, no loading spaces are required nor proposed for the development.
- 5.3 Vehicular Circulation and Access – The vehicular access to the site is proposed off of E. Frank St. at the east end of the development. Seven two car garages will be available for the units. One of the garages will be located underneath the building and the other six garages are proposed to be accessed from the rear of the building.
- 5.4 Pedestrian Circulation and Access – The front door of the building will be accessible from the walkway connected to the public sidewalk on Frank St.

6.0 Lighting

The applicant has provided a photometric plan and lighting specification sheets. The light levels on the side walk 5' from the property line appear to comply with the maximum limit of 0.6 fc as permitted by section 4.21 LT-01. The light fixtures proposed are decorative in nature and are not considered "Cut-off" as required by the ordinance. However, the Planning Board may approve these decorative fixtures, as all of the following conditions are met:

- a) The distribution of upward light is controlled by means of refractors or shielding to the effect that is 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.

The applicant is proposing three different types of light fixtures. The first type of fixture, a wide distribution open downlight, exists in the underpass accessing the garages in the back. The site plan indicates that there will be four (4). Second, there will be seven (7) accent lights facing the building along the property line, four on Frank and three on Ann. Lastly, the plans show ten (10) light wall lanterns on the building. Four of them are on the front façade, and six of them are evenly spaced along the rear of the building.

	Quantity	Manufacturer	Lumens	Lamp	Wattage	Size
Light Wall Lantern	10	Feiss Lighting	590	LED	15.3	W: 9 5/8" H: 20 1/4"
Accent Light	7	Hydrel	835	LED	18.19	W: 6 1/4" H: 6 1/4"
Downlight	4	Atlantic Lighting	3000	LED	14.7	6" Frame

The ten light wall lanterns are modern geometric in form and have a soft Heritage Bronze finish with cream etched glass. The proposed accent lights are a die-cast copper-free aluminum alloy with crowned tempered glass. These lights can come in a variety of colors; **the applicant will need to confirm the color they will be using.** The downlights have four available trim finishes, the applicant will also need to verify which of them will be used.

7.0 Departmental Reports

1. The Engineering Dept. has reviewed the plans for the above referenced project. The following comments are offered:
 1. While a lot of the existing sites are impervious, it is not clear if the new development will in fact increase the impervious more than 3,500 sq.ft. If the increase is greater than this number, then a Storm Water Runoff Permit will be required, and storm detention will be required on site.

2. The plan proposes to remove three out of the adjacent five metered parking spaces on the street. The Advisory Parking Committee recommended moving the spaces across the street to the existing loading space which is underutilized. This issue will be considered for final approval by the City Commission on June 26th 2017.
3. In addition to the above parking issue, if the change in the street is approved, interrupting the current drainage course of the street may require additional storm sewer improvements. Additional information relative to the existing conditions will be required prior to construction approval.

The following permits will be required from the Engineering Dept.:

- Right-of-way Permit (for excavations)
 - Sidewalk Permit
 - Storm Water Runoff Permit
2. Department of Public Services – The DPS has no concerns at this time.
 3. Fire Department – The Fire Department has no concerns at this time.
 4. Police Department – The Police Department has no concerns with this project.
 5. Building Division – 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 Board and/or Design Review Board and applicant consideration:
 - The preliminary floor plans and renderings indicate that the proposed building is being designed in accordance with the code.

9.0 Design Review

Article 04 section 4.82 SS-09 development standards for TZ1 are written as follows:

A. Front Façade:

1. All ground floor residential units shall provide a pedestrian door facing the front line. **The plans meet this requirement.**
2. Blank walls longer than 20 feet are not permitted on any front façade. Blank walls longer than 30 feet are not permitted on any façade. **The plans meet this requirement.**
3. All ground floor dwellings shall include a front patio or porch. The patio or porch shall have a minimum depth of 4 feet and a minimum area of 24 square feet. **The plans meet this requirement.**

4. The first floor elevation shall be between 0 feet and 6 feet above the exterior sidewalk elevation in front of the building. **The plans meet this requirement.**
 5. The front façade of all residential units shall be at least 25% windows or doors. **The plans appear to meet this requirement, but calculations were not provided. The applicant will need to provide glazing calculations.**
 6. The requirement for a front patio or porch shall not apply to live/work units where the first floor façade is designed as a storefront meeting the requirements of Section 4.90, WN-01. **The development will not have any live/work units.**
 7. Garage doors shall not be permitted on a front façade. **The plans meet this requirement.**
- B. Building Materials: All buildings shall utilize high-quality building materials that are in keeping with traditional architectural styles. Permitted wall materials include brick, stone, wood, pre-cast stone and fiber cement siding. Vinyl siding is prohibited. **The plans meet this requirement.**
- C. Corner Parcels: Corner parcels in the Zoning Transition Overlay District shall be developed with the front lot line facing a city major street as defined in P.A. 51. of 1959. The Planning Board may approve an alternative front lot line if the board finds that:
1. There are no city major streets fronting on the subject parcel; or
 2. The use of an alternative front line would be more compatible with the scale and massing of adjacent residential land uses. **The plans meet this requirement.**

The applicant is proposing to construct the building façade from “Olde Windsor Sand Coated” brick with sections of tan limestone veneer. These are high quality building materials permitted in the Ordinance. The development will mesh nicely with the surrounding neighborhood as many of its neighbors are constructed with identical materials (631, 647, 659, and 650 Ann St, 393 E. Frank, 500 S. Old Woodward).

The front façade of this development appears to be at least 25% windows or doors, but calculations were not provided on the submitted plans. **The applicant will need to provide calculations that confirm 25% of the proposed buildings front façade is comprised of windows or doors.**

10.0 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.

11.0 Recommendation

Based on a review of the site plan revisions submitted, the Planning Division recommends that the Planning Board APPROVE the Final Site Plan Review for 420 E. Frank with the following conditions:

1. The applicant will need to provide calculations that confirm 25% of the proposed buildings front façade is comprised of windows or doors.

12.0 Sample Motion Language

Motion to APPROVE the Final Site Plan Review for 412-420 E. Frank with the following conditions:

1. The applicant will need to provide calculations that confirm 25% of the proposed buildings front façade is comprised of windows or doors.

OR

Motion to DENY the Final Site Plan Review for 412-420 E. Frank

OR

Motion to POSTPONE the Final Site Plan Review for 412-420 E. Frank pending receipt of the following:

1. _____
2. _____
3. _____

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, MARCH 22, 2017
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on March 22, 2017. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Janelle Whipple-Boyce, Daniel Share, Bryan Williams; Student Representative Bella Niskar

Absent: Board Members Robin Boyle, Vice-Chairperson Gillian Lazar; Alternate Board Member Lisa Prasad; Student Representative Ariana Afrakhteh

Administration: Matthew Baka, Sr. Planner

Jana Ecker, Planning Director

Carole Salutes, Recording Secretary

03-60-17

PRELIMINARY SITE PLAN REVIEW

412-420 E. Frank St.

New residential building (currently Petrazellas and Frank Street Bakery)

Review to allow construction of a three-story residential building with five (5) units and enclosed parking

Mr. Baka advised the subject site is composed of three parcels, 412 & 420 E. Frank St. as well as the small strip of parking that abuts on the east. 412 E. Frank St. was most recently occupied by Frank Street Bakery, while 420 E. Frank has been used as an interior design office space for the past several years. The combined parcels are 15,200 sq. ft. in size and are located on the southeast corner of E. Frank St. and Ann St. The applicant is proposing to demolish the existing buildings to construct a five (5) unit multi-family structure. The site was recently rezoned to TZ-1, Transition Zoning. The proposed residential units are permitted principal uses in the TZ-1 Zone.

Article 04 section 4.20 LA-01 (E) requires that one (1) deciduous tree and one evergreen tree be provided per unit. The applicant is proposing five (5) units. Accordingly, they are required to provide five (5) of each type of tree. **Therefore,**

the applicant will be required to provide the required number of trees or obtain a variance from the Board of Zoning Appeals ("BZA").

The cumulative frontage of E. Frank St. and Ann St. is 252 ft., requiring six (6) street trees. The applicant is proposing to plant two (2) new street trees and retain one (1) existing tree. ***Accordingly the applicant will be required to provide three additional street trees or obtain a waiver from the Staff Arborist.***

The applicant is proposing a 19,141 sq. ft. building requiring six (6) bike racks. Currently, no bike racks are proposed. ***Accordingly, the applicant must provide the required bike racks or obtain a variance from the BZA.***

Design Review

A full design review will be performed at Final Site Plan Review.

Mr. John Serkesian, ~~Architect~~, represented the applicant. He advised they are proposing to remove two metered parking spots. Currently there are three curb cuts on the property and they will be eliminating two of those. The remaining curb cut is as far from the neighborhood as they could get it. They are required to have 10 parking spots and they have 15 under roof and screened with direct access into the building. That should address some of the parking issues in the neighborhood. They will meet with the Staff Arborist as required and plan to meet all landscape requirements. He hopes to only be required to do a 5 ft. sidewalk and match what is along Ann St. The units will be for sale and they average 3,000 sq. ft. in size. The building will be brick and stone. They have shared everything with the neighbors. The peaks of the roof are a little higher than the residences along Ann St.

Motion by Mr. Koseck

Seconded by Ms. Whipple-Boyce to approve the Preliminary Site Plan Review for 412 and 420 E. Frank St. with the following conditions:

- 1. The applicant will be required to provide the height of the chimneys at Final Site Plan Review to determine compliance with the Zoning Ordinance;**
- 2. The applicant will be required to provide the required number of trees on-site;**
- 3. The applicant will be required to provide the dimensions of the sidewalks to verify that they meet the ordinance requirements;**
- 4. The applicant will be required to provide three additional street trees or obtain a waiver from the Staff Arborist;**
- 5. The applicant must provide the required bike racks or obtain a variance from the BZA;**
- 6. The applicant provides the required 6 ft. masonry screenwall or meets the ordinance requirements; and**
- 7. The applicant complies with requests from City Departments.**

Discussion concluded that the width of the sidewalks will be determined by how they relate to the other sidewalks.

No one from the public had comments on the motion at 9:05 p.m.

Motion carried, 6-0.

VOICE VOTE

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

Nays: None

Absent: Boyle, Lazar

VOICE VOTE

Yeas: Morganroth, Canvasser, Baiardi, Jones, Judd, Lillie, Miller

Nays: None

Absent: Hart, Lyon

T# 05-32-17

420 E. FRANK

Appeal 17-13

The owners of the property known as 420 E. Frank request the following variance to allow for the construction of a three-story multiple-family building in the TZ-1 zone, with reducing sidewalk widths.

A. Chapter 126, Article 4, Section 4.73 (B) requires a minimum of 6 ft. wide sidewalks. The applicant is proposing 5 ft. 4 in. wide sidewalks along E. Frank and 4 in. wide sidewalks along Ann St.; therefore variances of 8 in. and 2 ft. are requested respectively.

This property is zoned TZ-1.

Mr. Baka noted that the applicant is proposing to match the existing sidewalk width of the abutting properties. This is the first site plan review that has come up in the new TZ-1 Zone. In response to the Chairman, Mr. Baka thought the rationale for having the sidewalks 6 ft. in width was that it was anticipated a lot of the TZ Zones would be in more urban areas. The new TZ-1 Zone contains only three or four properties. The additional sidewalk width would be on all the frontage lines of the parcel in question. Because this is the first time a TZ-1 parcel has gone through the site plan review process, this might be one of those unintended consequences. The Planning Board was surprised they did not have a mechanism in the Ordinance to allow them to match the existing sidewalks. They gave their full support to matching existing conditions and will definitely look at amending the TZ-1 Ordinance.

Mr. Johnson noted Mr. O'Meara told him that typically the Engineering Dept.'s sidewalk replacement program consists of an inspector going out and marking flags that are damaged and need to be replaced on an existing sidewalk. They then replace the marked flags, matching the existing width of the sidewalk. The only time they would consider increasing the width is if everything was being installed new as part of a special assessment.

Mr. John Shekerjian, agent for the applicant, said the Planning Board Minutes of their Preliminary Site Plan Approval state that the board concluded the width of the sidewalks should be determined by how they relate to the other sidewalks. If the Frank St.

sidewalk were to increase by 8 in. to meet the Ordinance it would go into their property. Their sidewalk abuts metered parking along that stretch, so it is all pavement now.

At 7:47 p.m. there was no one in the audience who wish to comment on this petition.

Motion by Mr. Miller

Seconded by Mr. Judd. In regard to 420 E. Frank St., Appeal 17-13, he would submit to approve the petitioner's request. It seems that aligning the sidewalks with the existing sidewalks is pretty reasonable, especially if you walk up and down the sidewalks on that corner. Certainly continuing Ann St. is an obvious thing to do and it is very similar to the condition down Frank St.

So Mr. Miller thinks one of the overriding concerns would be about doing justice to the surrounding properties in the neighborhood, and by granting this variance he believes it would do substantial justice in that regard.

It is a unique circumstance here due to the adjacent properties and the existing sidewalks, so that certainly was not self-created.

He thinks that strict compliance, especially along Ann St., would certainly create a problematic situation with misaligned sidewalks. So again, he would submit to approve as submitted on the drawings.

Mr. Jones indicated his support for the motion. However, it is still unclear as to what the Ordinance may have meant. There is no reason why the sidewalk can't be put in, if that is what the Ordinance requires.

Mr. Morganroth said he would also support. However, along with that same concept he feels there is nothing burdensome about the requirement of the Ordinance. In general he does think that when there is an application for a rezoning, the expectation should be to follow the required ordinances within that rezoning. However, he recognizes the danger of having the sidewalk suddenly jut over and change width.

Mr. Judd said he understands the reality of having a sidewalk comprised of several widths would be absurd. Therefore he definitely supports the motion.

Chairman Lillie said this situation is unique and he would support the motion. It isn't a case where the petitioner can't put in a 6 ft. sidewalk along Ann St., however he doesn't particularly want to. On Frank St. it is close enough that the difference won't be noticed.

Motion carried, 7-0.

ROLLCALL VOTE

Yeas: Miller, Judd, Baiardi, Canvasser, Jones, Judd, Morganroth

Nays: None
Absent: Hart, Lyon

T# 05-33-17

**2200 AVON LN.
Appeal 17-14**

The owners of the property known as 2200 Avon Ln. request the following variance to allow for the construction of a house addition less than the required minimum distance between principal residential buildings.

A. Chapter 126, Article 4, Section 4.74 (C) of the Zoning Ordinance requires a minimum of 20.00 ft. between principal buildings for this lot. The applicant is proposing 18.55 ft.; therefore, a variance of 1.45 ft. is requested.

This property is zoned R-1.

Correspondence in favor of the proposed renovation has been received from four neighbors along Avon Ln.

Mr. Johnson advised the applicant is proposing to construct a second-story addition over the garage and a rear two-story addition to an existing non-conforming structure. All other setbacks and distance requirements are conforming. The identical variance was approved in March of 2016 but a Building Permit was not obtained within one year of the approval. The applicants are here tonight seeking a re-approval of that variance. The need for a variance is caused by the house to the east because the applicant's home meets its totals. The drawings show that some of the materials may have changed since March 2016.

Mr. Jeff Klatt, Krieger Klatt Architects, was present with the homeowner, Ms. Kim Hursley. He passed out neighbor approval letters, including from the neighbor to the east who is most affected by this renovation. The homeowners decided to make a few changes to the home to keep the project within budget. Therefore they decided to scale the master bedroom addition back a bit. The footprint is not changing at all but the materials are different.

The practical difficulty exists due to the existing non-conforming condition of the house. They feel it would be burdensome to push the new addition 1.45 ft. in because they couldn't take advantage of the existing bearing walls. They also feel the addition will compliment the neighborhood.

Zoning Compliance Summary Sheet

Final Site Plan Review

412 - 420 E. Frank

Existing Site: 412-420 E. Frank (Formerly Frank Street Bakery and Interior Design Office)

Zoning: TZ1, Transition Zone
Land Use: Vacant Commercial/Office

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Commercial	Single-family Residential	Commercial	Multi-Residential
Existing Zoning District	B2B General Business	R3 Single Family Residential	B2B General Business	R3 Single Family Residential
Overlay Zoning District	D-2	N/A	D-2	N/A

Land Area: existing: 15,200 ft²
proposed: 15,200 ft²

Minimum Lot Area per unit: required: 3,000
proposed: 3,040 (15,200/3000)

Minimum Floor Area: required: N/A
proposed: N/A

Maximum Total Floor Area: required: N/A
proposed: N/A

Minimum Open Space: required: N/A
proposed: N/A

Maximum Lot Coverage: required: N/A
proposed: N/A

Front Setback:	required:	Min 0 - 5ft
	proposed:	5 ft.
Side Setbacks:	required:	0' from interior lot line 10' from side street on a corner lot 10' from a side lot line abutting a single-family district
	proposed:	0' (to East), 10' (to West)
Rear Setback:	required:	20' abutting single family district
	proposed:	30' (to South)
Max. Bldg. Height:	permitted:	35' & 3 Stories
	proposed:	35' & 3 Stories plus the additional height of the parapet and chimneys
Parking:	required:	10 off-street spaces
	proposed:	14 off-street spaces
Loading Area:	required:	0
	proposed:	0
Screening:		
<u>Buffer to abutting Single-family:</u>	required:	6' masonry screen wall
	proposed:	6' brick screen wall with concrete cap
<u>AC/Mech. units:</u>	required:	Screening to compliment the building or landscaping.
	proposed:	The transformer located at the southeast corner of the site is proposed to be screened with juniper shrubs and reed grasses. The HVAC units located on the roof of the building are proposed to be screened by the parapet wall.
<u>Dumpster:</u>	required:	6' high capped masonry wall with wooden gates
	proposed:	No dumpster is currently indicated on the plans.

PROPERTY DESCRIPTION

LAND SITUATED IN THE CITY OF BIRMINGHAM, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PARCEL 1:
WEST 1/2 OF LOTS 31 AND 32, OF PLAT OF BLAKESLEE'S ADDITION TO THE VILLAGE OF BIRMINGHAM, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS, PAGE 50, OAKLAND COUNTY RECORDS.

PARCEL 2:
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PARCEL AREA

PARCEL 1: ±6,000 SQUARE FEET = ±0.14 ACRES
PARCEL 2: ±6,000 SQUARE FEET = ±0.14 ACRES
PARCEL 3: ±3,200 SQUARE FEET = ±0.07 ACRES
TOTAL: ±15,200 SQUARE FEET = ±0.35 ACRES

SURVEYOR'S NOTE

A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.

FLOOD NOTE:

BY GRAPHICAL PLOTTING, THE SUBJECT PARCEL LIES WITHIN "AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN" (ZONE X) PER FEMA FLOOD INSURANCE RATE MAP 26125C-0537F, EFFECTIVE FEBRUARY 2, 2012.

BENCHMARKS

(U.S.G.S. DATUM)

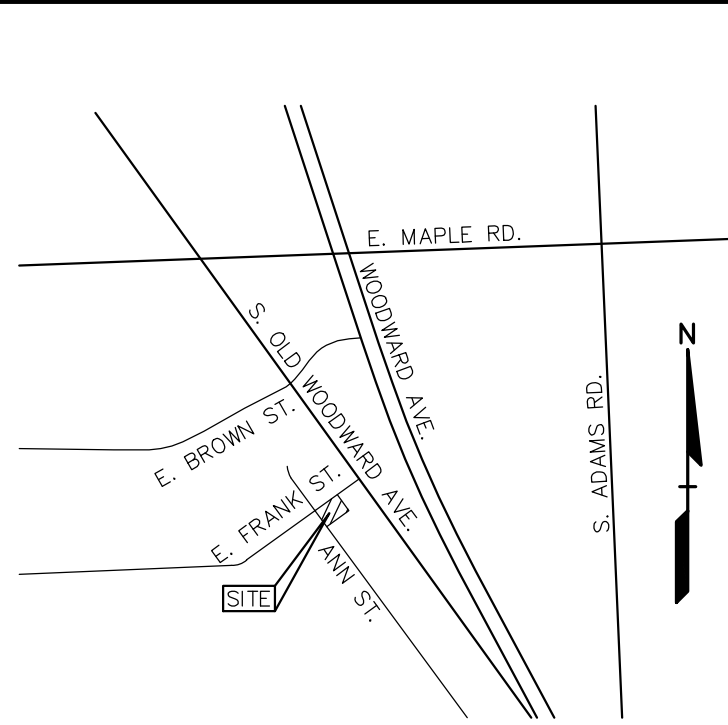
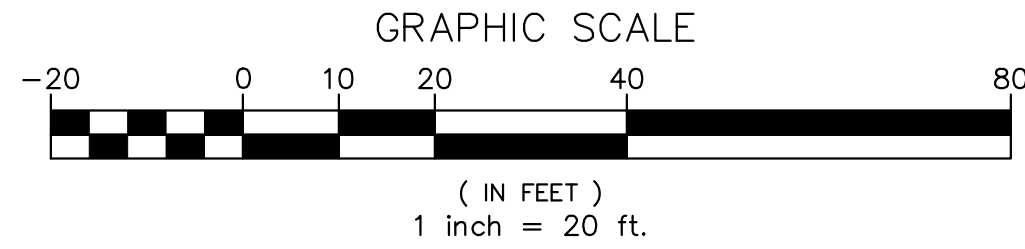
BM#1

NAIL IN POLE NORTHEAST CORNER OF FRANK STREET AND ANN STREET
ELEV. - 765.29

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TOPOGRAPHIC AND BOUNDARY SURVEY, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, EXISTING ELEVATIONS, EXISTING PHYSICAL FEATURES AND STRUCTURES WAS PROVIDED BY KEM-TEC & ASSOCIATES AND THOMAS M. SMITH.

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LOCATION MAP - NOT TO SCALE

EXISTING LEGEND

- SET 1/2" REBAR WITH CAP P.S. 47976
- ⊙ FOUND MONUMENT (AS NOTED)
- (R&M) RECORD AND MEASURED DIMENSION
- (R) RECORD DIMENSION
- (M) MEASURED DIMENSION
- UTILITY POLE
- ▬ PARCEL BOUNDARY LINE
- ▬ PLATTED LOT LINE
- ▬ BUILDING
- ▬ BUILDING OVERHANG
- ▬ CONCRETE CURB
- ▬ EDGE OF CONCRETE (CONC.)
- ▬ EDGE OF ASPHALT (ASPH.)
- ▬ EDGE OF GRAVEL
- ▬ FENCE (AS NOTED)
- ▬ WALL (AS NOTED)
- ▬ OVERHEAD UTILITY LINE

LEGEND

- EXISTING**
 - OH—ELEC—W—ELEC, PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
 - UG—CATV—UNDERGROUND CABLE TV, CATV PEDESTAL
 - UG—PHONE—TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
 - UG—ELEC—ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE
 - GAS—GAS MAIN, VALVE & GAS LINE MARKER
 - WATER—WATERMAN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE
 - SEWER—SANITARY SEWER, CLEANOUT & MANHOLE
 - STORM—STORM SEWER, CLEANOUT & MANHOLE
 - COMB—COMBINED SEWER & MANHOLE
 - SQUARE, ROUND & RETIRED CATCH BASIN, YARD DRAIN
 - POST—POST INDICATOR VALVE
 - WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF
 - MALBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
 - UNIDENTIFIED STRUCTURE
 - SPOT ELEVATION
 - CONTOUR LINE
 - FENCE
 - GUARD RAIL
 - STREET LIGHT
 - SIGN
 - CONC.—CONCRETE
 - ASPH.—ASPHALT
- PROPOSED**
 - 871.21—
 - 871—
 - STD DUTY
 - HEAVY DUTY
 - R.O.W. ONLY
 - DEEP DUTY
 - STRENGTH



NOT FOR CONSTRUCTION

XREF: S:\PROJECTS\2017\2017060\DWG\17060-TOPOBASE.DWG
XREF: S:\PROJECTS\2017\2017060\DWG\CONSTRUCTION_V-BASE-17060.DWG
XREF: S:\PROJECTS\2017\2017060\DWG\CONSTRUCTION_X-TBLK-17060.DWG

NO.	DATE	REVISIONS
1	3/1/17	ISSUED FOR PERMITS
2	3/1/17	REVISED PER CITY PLANNER REVIEW
3	4/2/17	REVISED BUILDING LAYOUT
4	4/2/17	REVISED BUILDING LAYOUT

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f: 248.689.1044
www.peainc.com

DES.	T.M.K.	D.N.	T.M.K.	SUR.	OTHERS	P.M.	J.B.T.
420 E FRANK, LLC 3640 WOODWARD AVE. BLOOMFIELD HILLS, MI 48304 TOPOGRAPHIC SURVEY 420 E FRANK PART OF THE NE 1/4 OF SECTION 36, T. 2N, R. 10E, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN S:\PROJECTS\2017\2017-060-BIRMINGHAM-871-Dwg\TOPOBASE-17060.dwg							

ORIGINAL ISSUE DATE:
MARCH 1, 2017

PEA JOB NO. 2017-060

SCALE: 1" = 20'

DRAWING NUMBER:

P-2.0

PROPERTY DESCRIPTION

LAND SITUATED IN THE CITY OF BIRMINGHAM, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PARCEL 1:
WEST 1/2 OF LOTS 31 AND 32, OF PLAT OF BLAKESLEE'S ADDITION TO THE VILLAGE OF BIRMINGHAM, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS, PAGE 50, OAKLAND COUNTY RECORDS.

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BENCHMARKS

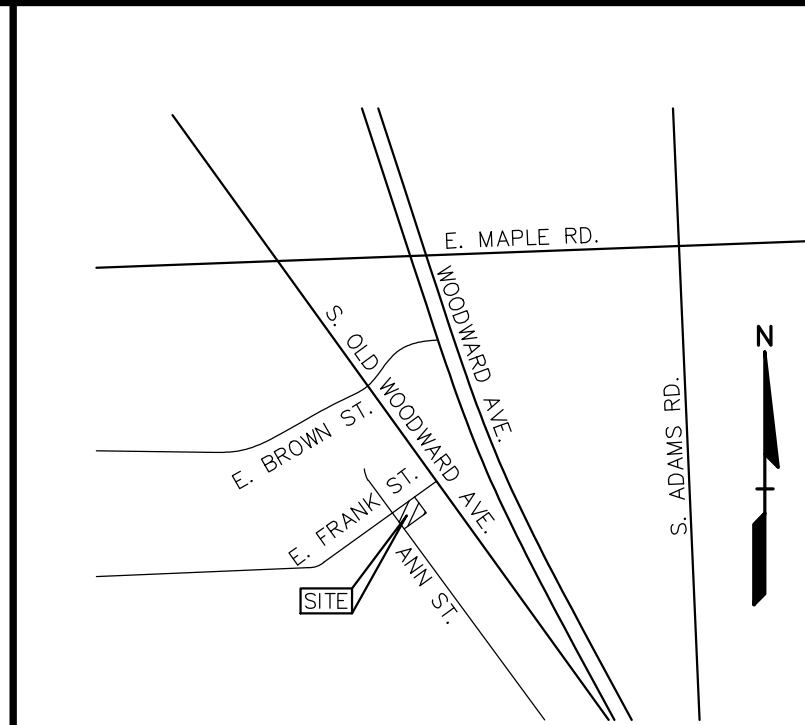
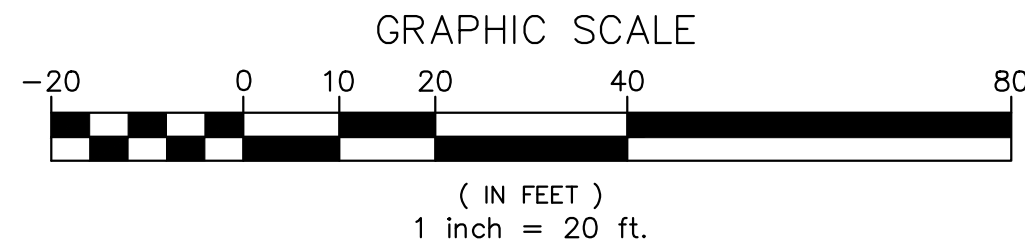
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LOCATION MAP - NOT TO SCALE

EXISTING LEGEND

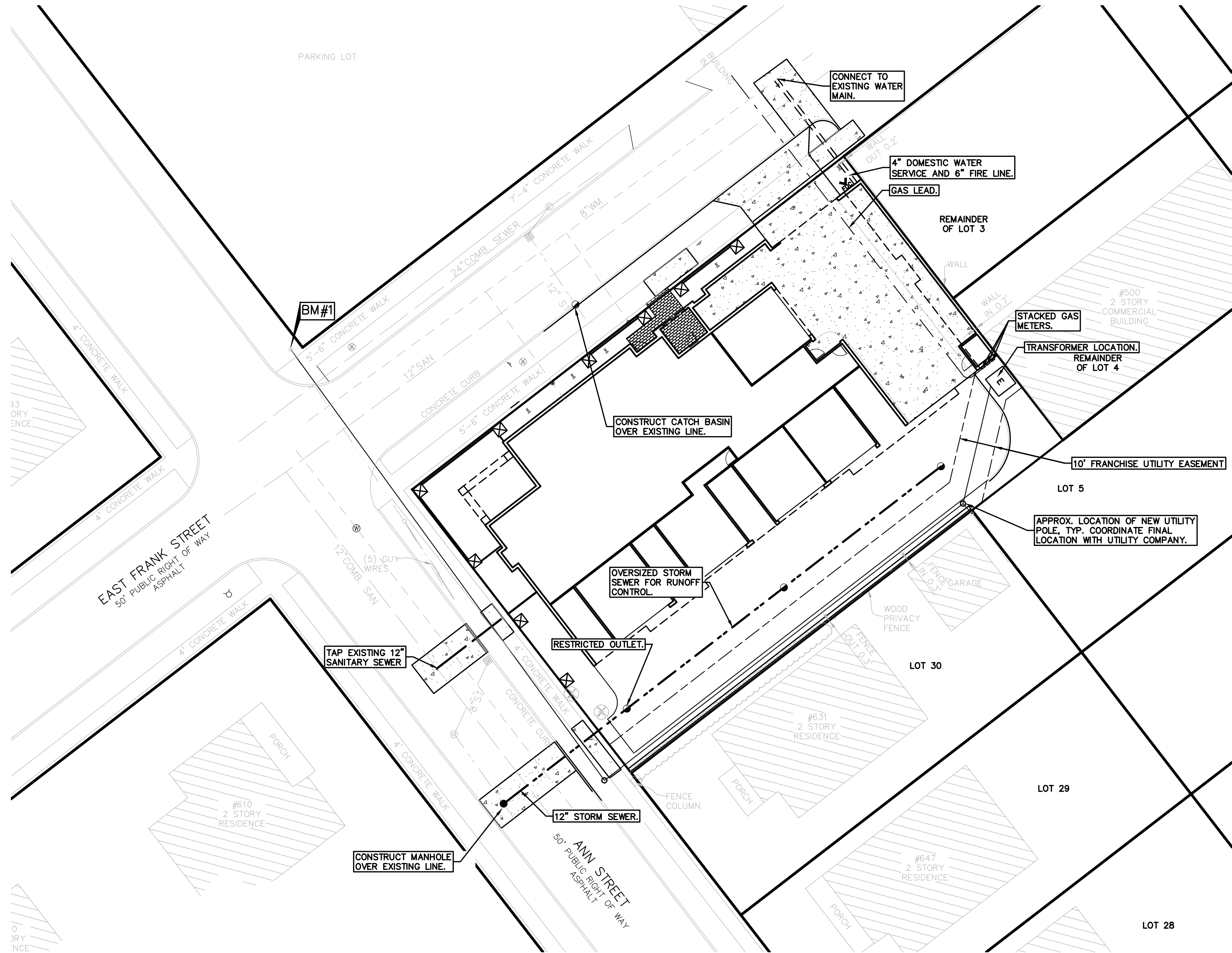
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- EDGE OF ASPHALT (ASPH.)
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- FENCE (AS NOTED)
- WALL (AS NOTED)
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 - UG-ELEC— ELECTRIC U.G. CABLE, MANHOLE & MANHOLE
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 - STORM SEWER, CLEANOUT & MANHOLE
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- GENERAL UTILITY NOTES:**
- ALL UTILITY LINES, STRUCTURES AND TRENCHES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS OF THE CITY OF BIRMINGHAM.
- NO PHYSICAL CONNECTION TO THE EXISTING WATER MAIN CAN BE MADE UNTIL ALL NEW WATER MAIN PASSES PRESSURE AND BACTERIOLOGICAL TESTS TO THE SATISFACTION OF THE CITY.
- ALL WATER MAIN AND FITTINGS (4" DIAMETER AND LARGER) SHALL BE DUCTILE IRON, CLASS 54.
- ALL WATER MAIN SHALL BE PROVIDED WITH 5.5' OF COVER UNLESS OTHERWISE NOTED.
- ALL FIRE HYDRANTS SHALL BE PER CITY OF BIRMINGHAM STANDARDS.
- ALL NECESSARY FITTINGS, THRUST BLOCKS, RESTRAINING GLANDS, BLOW OFFS, ETC. FOR WATER MAIN ARE CONSIDERED INCIDENTAL TO THIS PROJECT. THE CONTRACTOR SHALL INSTALL THESE ITEMS AS NECESSARY AND AS REQUIRED BY THE CITY OF BIRMINGHAM.
- THE WATER MAIN CONTRACTOR SHALL NOTIFY THE INSPECTION SECTION OF THE DETROIT WATER AND SEWER DEPARTMENT AT (313) 833-4682 AT LEAST THREE WORKING DAYS IN ADVANCE OF STARTING CONSTRUCTION.
- ALL SANITARY SEWER LEADS SHALL BE POLYVINYL CHLORIDE (PVC) SDR 23.5 PIPE AND FITTINGS. ALL JOINTS TO BE ELASTOMERIC GASKET JOINTS PER ASTM D3034 UNLESS OTHERWISE NOTED.
- SANITARY LEADS SHALL BE PROVIDED WITH CLEANOUTS EVERY 100 FEET AND AT EVERY BEND AS SHOWN. ALL CLEANOUTS TO BE PROVIDED WITH E.J.I.W. #1565 BOX OR EQUAL.
- ALL STORM SEWER 12" DIAMETER OR LARGER SHALL BE REINFORCED CONCRETE PIPE (RCP C-76) CLASS IV WITH PREMIUM JOINTS, UNLESS OTHERWISE NOTED.
- ALL STORM SEWER LEADS SHALL BE PVC SCHEDULE 40 WITH GLUED JOINTS UNLESS OTHERWISE NOTED.
- PIPE LENGTHS ARE GIVEN FROM CENTER OF STRUCTURE AND TO END OF FLARED END SECTION UNLESS NOTED OTHERWISE.
- THE CITY OF BIRMINGHAM STANDARD DETAIL SHEETS ARE INCORPORATED INTO AND MADE A PART OF THESE PLANS. CONTRACTOR TO REFER TO THE CITY OF BIRMINGHAM STANDARD DETAIL SHEETS FOR ALL STRUCTURE, PIPE MATERIALS, BEDDING, TESTING, ETC. NOTES AND DETAILS.

SAND BACKFILL NOTE:
ALL UTILITIES UNDER PAVEMENT OR WITHIN 3' OF THE EDGE OF PAVEMENT (OR WITHIN THE 45' LINE OF INFLUENCE OF PAVEMENT) SHALL HAVE M.D.O.T. CLASS II GRANULAR BACKFILL, COMPACTED TO 95% MAX. DRY DENSITY (ASTM D-1557).



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420 E FRANK, LLC 36400 WOODWARD AVE. BLOOMFIELD HILLS, MI 48304	
UTILITY PLAN 420 E FRANK PART OF THE NE 1/4 OF SECTION 36, T. 2N., R. 10E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN	
DES.	TMK
DN.	TMK
SUR.	TMK
OTHERS	P.M.
JBT	JBT

ORIGINAL ISSUE DATE:
MARCH 1, 2017

PEA JOB NO. 2017-060

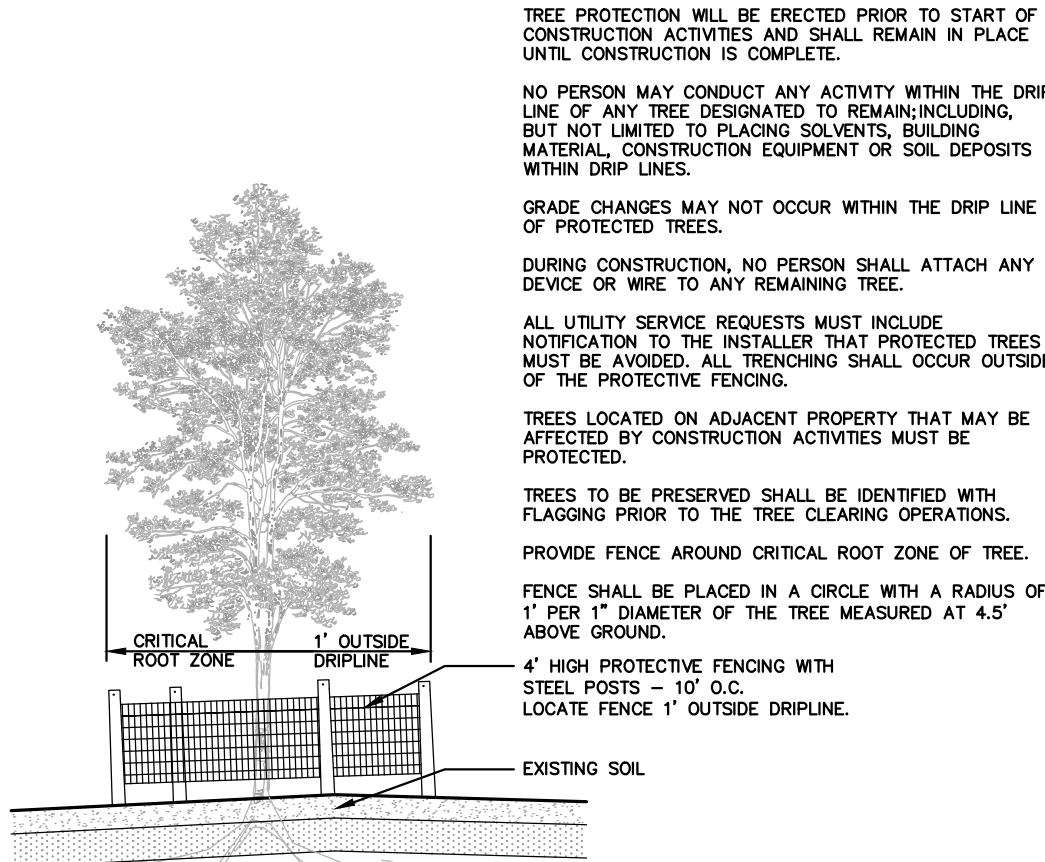
SCALE: 1" = 20'

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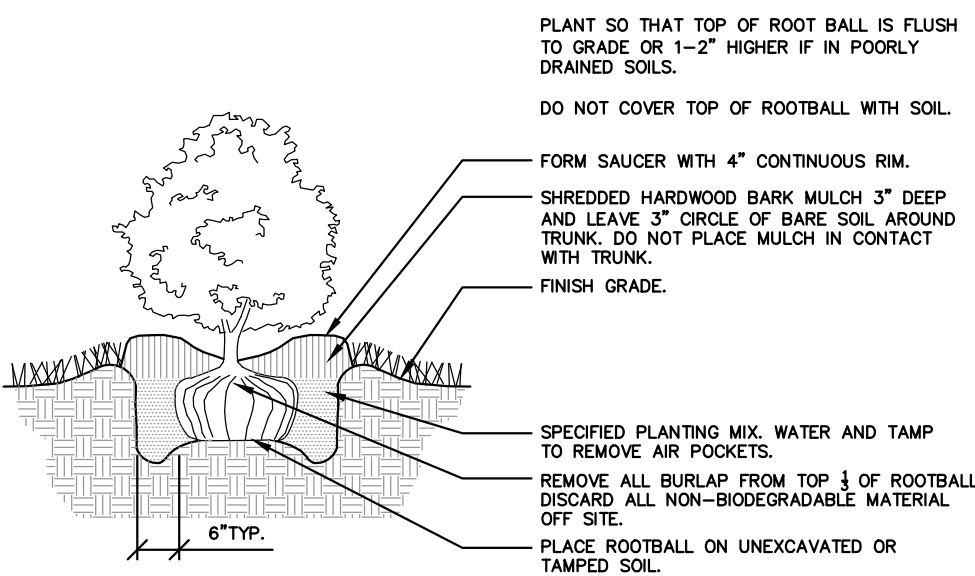
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NOT FOR CONSTRUCTION

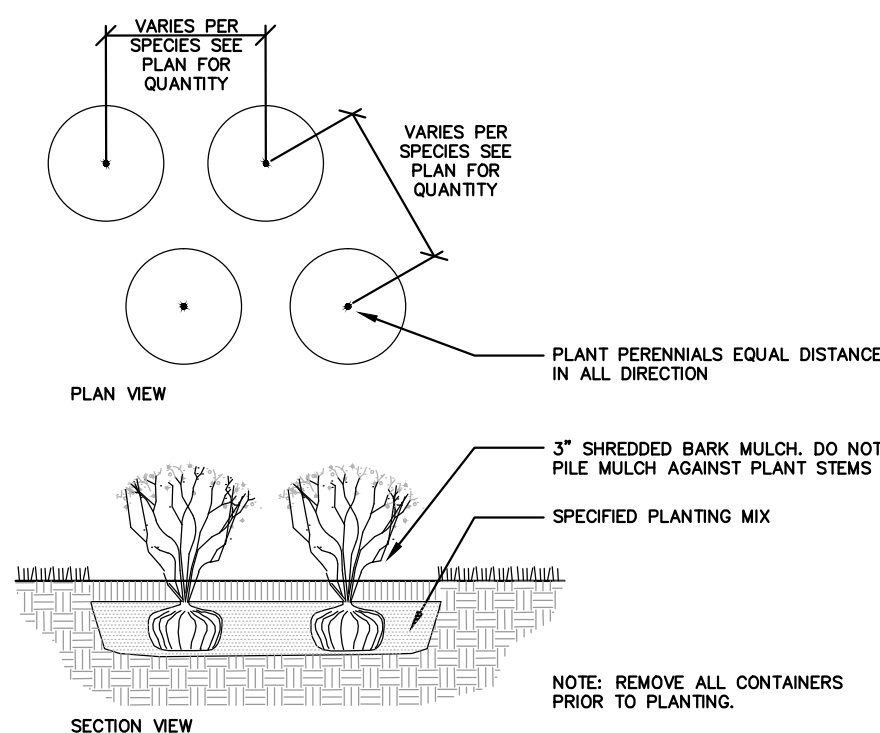
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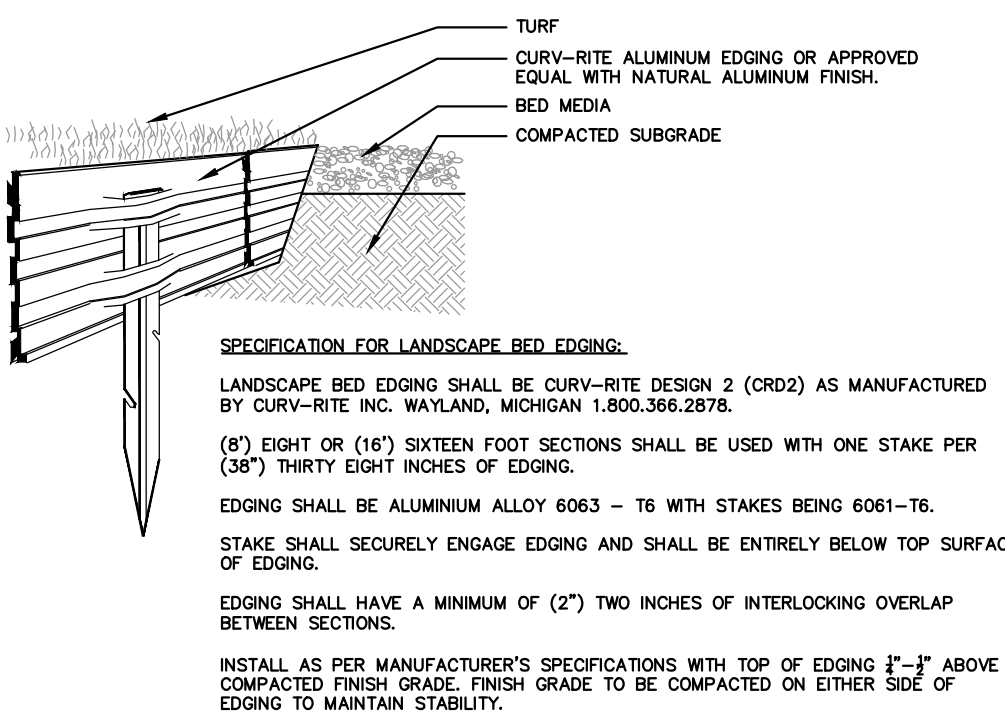
TREE PROTECTION DETAIL
NOT TO SCALE



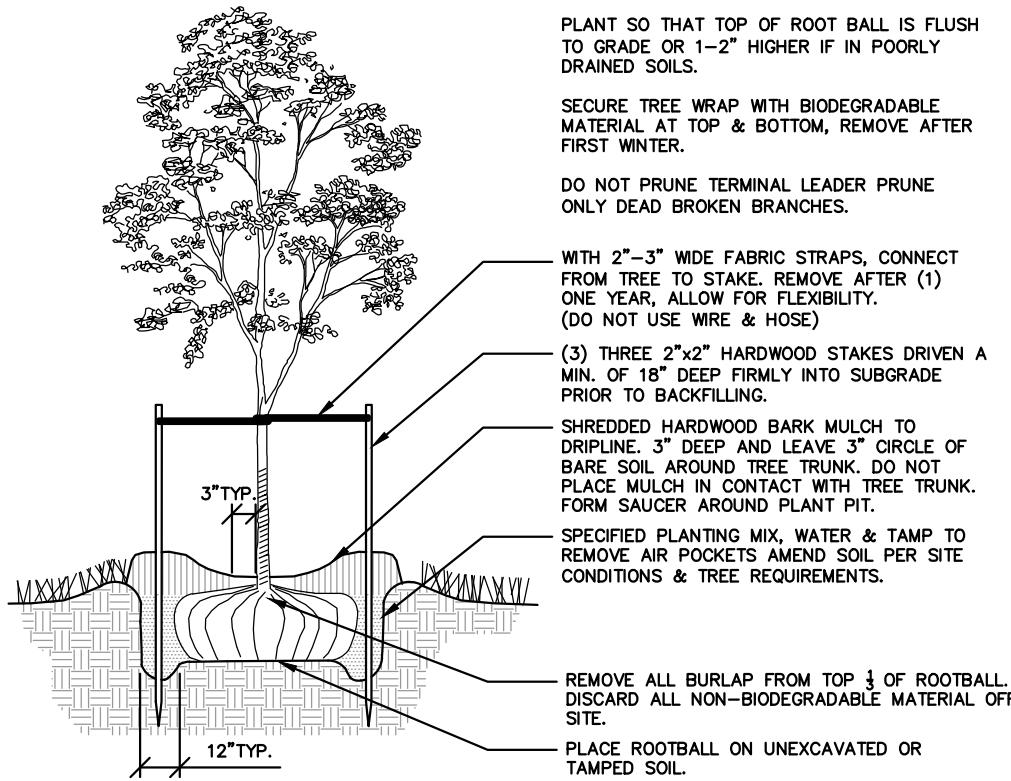
SHRUB PLANTING DETAIL
NOT TO SCALE



PERENNIAL PLANTING DETAIL
NOT TO SCALE



ALUMINUM EDGE DETAIL
NOT TO SCALE



DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

TREE PLANT LIST:

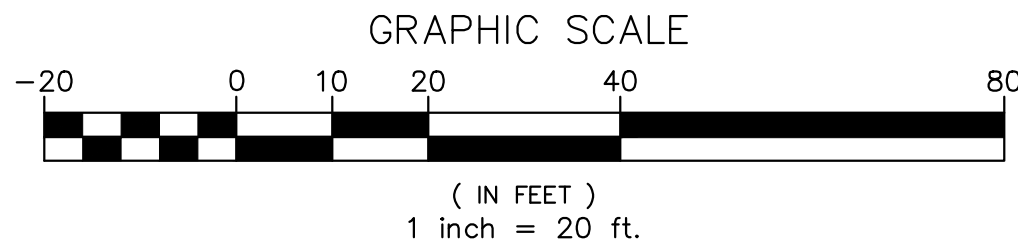
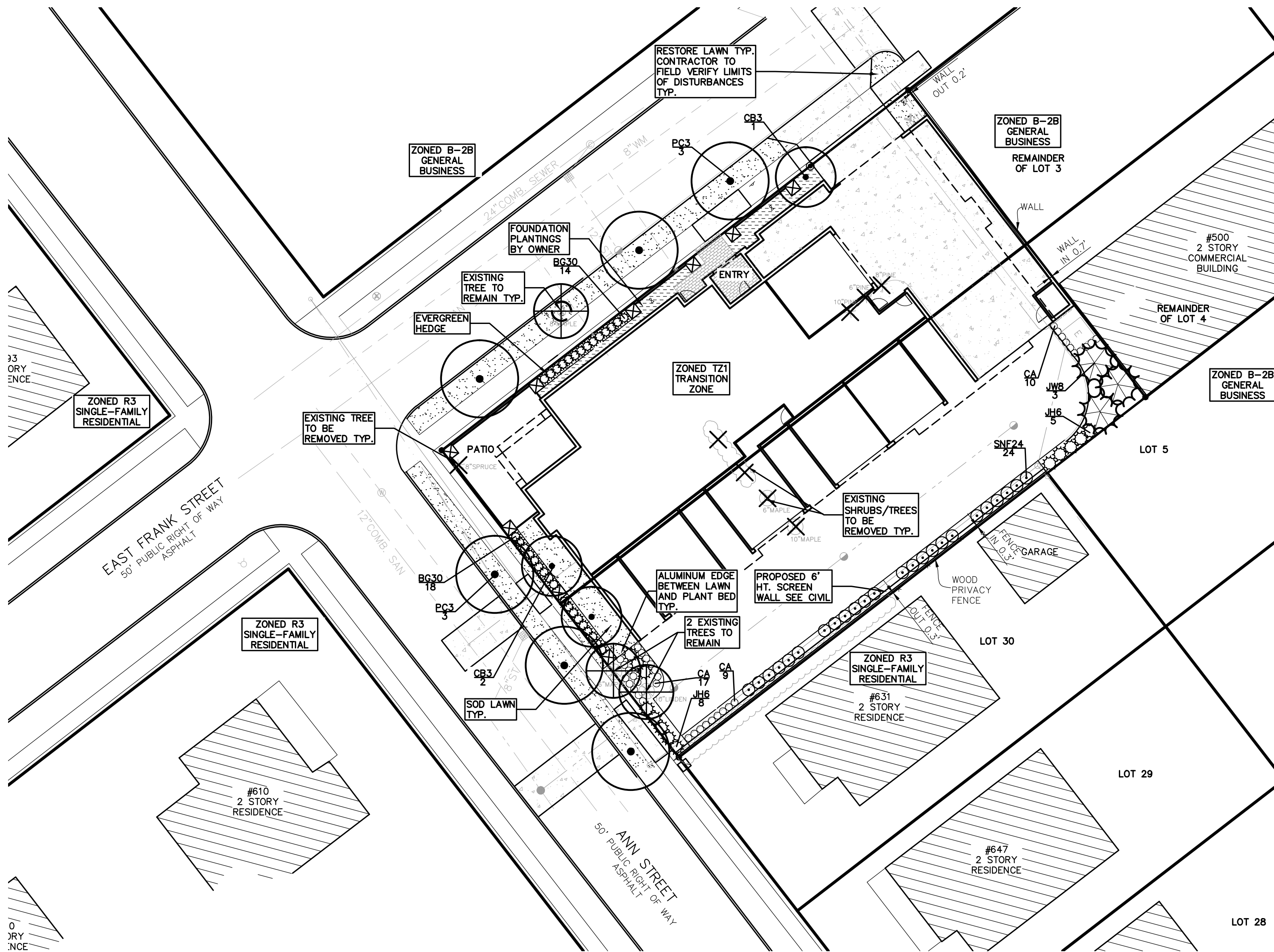
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
3	CB3	Columnar European Hornbeam	<i>Carpinus betulus 'Columnaris'</i>	3" Cal.	B&B
6	PC3	Cleveland Select Pear	<i>Pyrus calleryana 'Cleveland Select'</i>	3" Cal.	B&B

EVERGREEN PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
13	JH6	Hetz Columnar Juniper	<i>Juniperus chinensis 'Hetzii Columnaris'</i>	6'	B&B
3	JW8	Wichita Blue Juniper	<i>Juniperus scopulorum 'Wichita Blue'</i>	8'	B&B

SHRUB AND PERENNIAL PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
24	SNF24	Neon Flash Spirea	<i>Spiraea japonica 'Neon Flash'</i>	24" Ht.	Cont.
32	BG30	Wintergem Boxwood	<i>Buxus microphylla 'Winter Gem'</i>	30" Ht.	Cont.
36	CA	Feather Reed Grass	<i>Calamagrostis x acutiflora 'Karl Foerster'</i>	1 Gal.	Cont.



LANDSCAPE REQUIREMENTS PER CITY OF BIRMINGHAM:

STANDARD LANDSCAPE REQUIREMENTS PER 4.20 LA-01 BZC.-FOR PARKING 20 OR MORE SPACES PER 4.20 LA-01 F. -FOR PARKING LOTS 7500 SF OR GREATER 5% OF INTERIOR PARKING LOT AREA SHALL BE LANDSCAPED WITH 1 TREE/150 SF OF REQD AREA

PROPOSED: PARKING AREA IS LESS THAN 20 CARS AND 5400 SF LOT, THEREFORE REQUIREMENTS ABOVE ARE NOT APPLICABLE.

SCREENING STDs. PER 4.53, 4.59 - SCREEN WALL, (WITH SLOPING STONE CAP, WITH VARYING TEXTURES/MATERIALS/DESIGN) IS REQUIRED WHEN PARKING IS ADJ. TO SINGLE FAMILY RES. WITH A 2' ROW OF LANDSCAPING ON PARKING LOT SIDE OF WALL.

PROPOSED: 6' HT. SCREEN WALL, AND SHRUB ROW, SEE P-3 FOR WALL DTL.

FRONTAGE TREES: 1 TREE PER 40 LF OF FRONTAGE REQUIRED

FRANK STREET: 152/40 = 3.8 TREES
ANN STREET: 100/40 = 2.5 TREES
PROPOSED: FRANK ST.; 3 NEW TREES AND 1 EXISTING 8" MAPLE TREE
ANN ST.; 3 NEW TREES

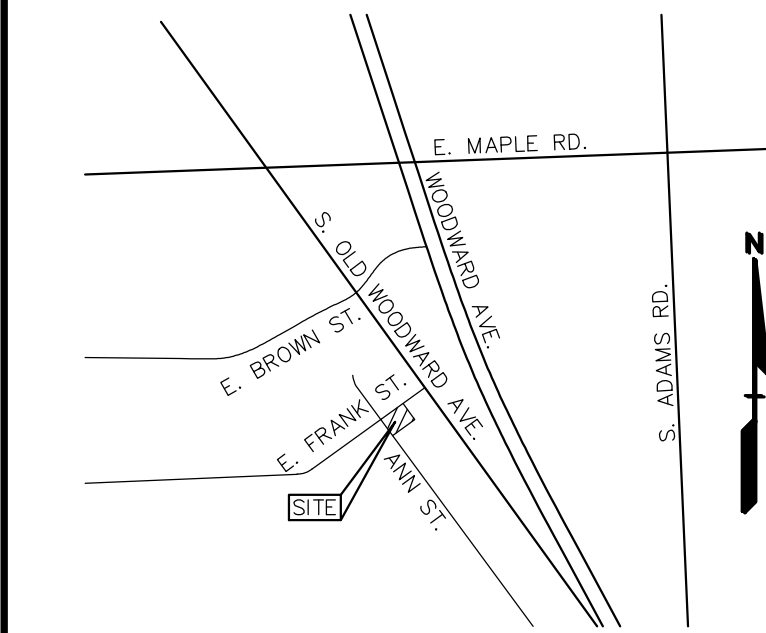
MULTI FAMILY IN RESIDENTIAL LAND USE: 1 DEC. AND 1 EVG. PER 2 DWELLING UNIT 5 UNITS = 3 DEC. AND 3 EVG. REQUIRED

PROPOSED: 3 NEW DEC., 3 NEW EVERGREEN

TREE REPLACEMENT: REMOVE 1 TREE REPLACE WITH 1 TREE IS REQUIRED; REMOVED 2 DEC. AND 4 EVERGREEN TREES ON SITE

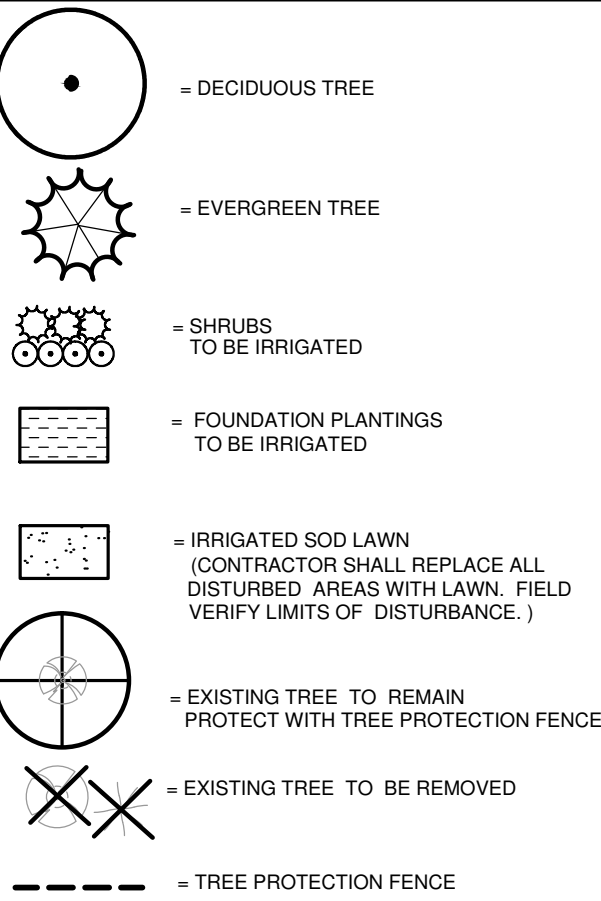
PROPOSED: USE 6 TREE CREDIT FROM 2 SAVED EXISTING TREES SOUTH CORNER OF SITE: 1, 6" MAPLE AND 1, 10" LINDEN

NOTE: A TREE PERMIT IS REQUIRED FROM THE CITY FOR PLANTING TREES IN THE R.O.W.



LOCATION MAP - NOT TO SCALE

KEY:



GENERAL PLANTING NOTES:

- LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
- CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
- ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARD FOR NURSERY STOCK. ALL LANDSCAPE MATERIAL SHALL BE NORTHERN GROWN, NO. 1. GRADE.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
- THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
- ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER; TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED.
- ALL MULTI STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS; ONE SIDED TREES OR THOSE WITH THIN OR OPEN CROWNS SHALL NOT BE ACCEPTED.
- ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SHEARED FOR THE LAST FIVE GROWING SEASONS.
- ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS, TREES WITH SAND BALLS WILL BE REJECTED.
- NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES; HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
- ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
- IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS.
- ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH PRE EMERGENT, SEE SPECIFICATIONS. SHREDDED PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.
- ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
- SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.



CAUTION!!

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.

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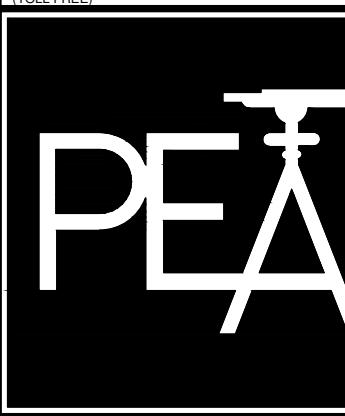
CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERAL ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE BY CONTRACTOR, AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION COORDINATION. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.

3 FULL WORKING DAYS BEFORE YOU DIG CALL

811

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Call before you dig

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1-800-482-7171 www.missdig.net



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2430 Rochester Ct. Ste 100
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T: 248.689.9090
F: 248.689.1044
www.peainc.com

420 E FRANK, LLC 3640 WOODWARD AVE BLOOMFIELD HILLS, MI 48304	LANDSCAPE PLAN	420 E FRANK PART OF THE NE 1/4 OF SECTION 36, T. 2N, R. 10E, CITY OF BIRMINGHAM, OKLAHOMA COUNTY, MICHIGAN
DES.	JLE	DN.
JBT	JBT	JBT

ORIGINAL ISSUE DATE:

MARCH 1, 2017

PEA JOB NO. 2017-060

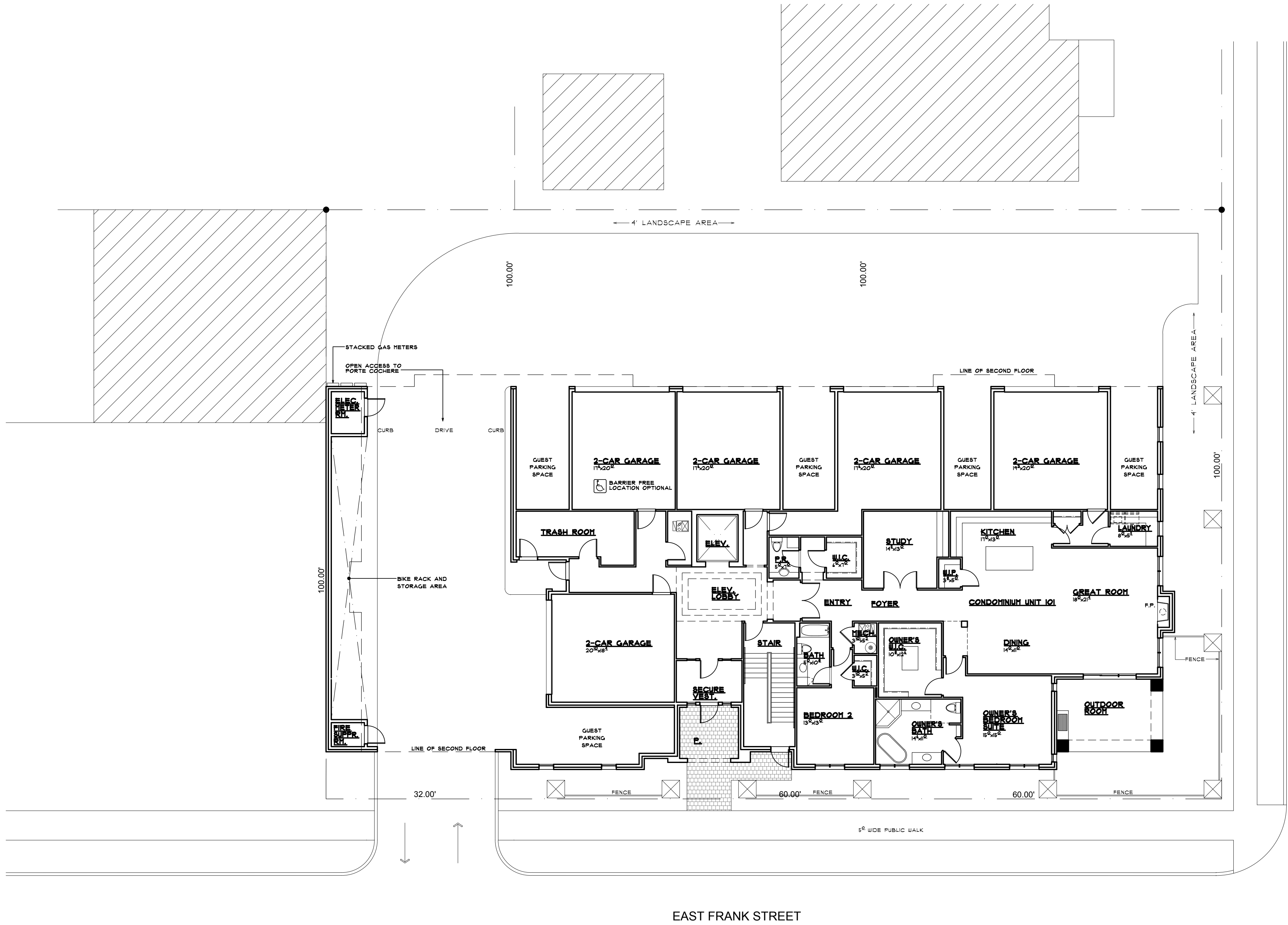
SCALE: 1" = 20'

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NOT FOR CONSTRUCTION

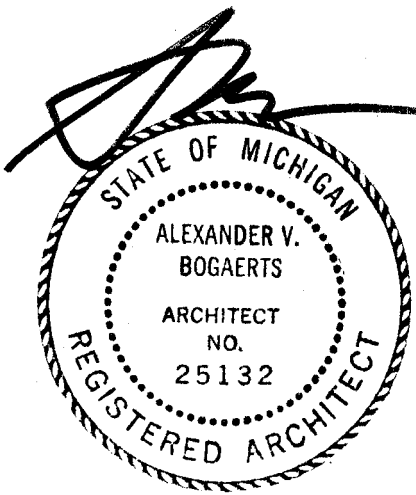
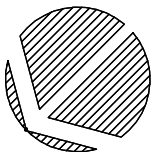
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XREF: S:\PROJECTS\2017\2017060\DWG\CONSTRUCTION-X-TBLK-17060.DWG



SQUARE FOOTAGE	
FIRST FLOOR	5,613 SQ. FT.
SECOND FLOOR	4,112 SQ. FT.
THIRD FLOOR	4,112 SQ. FT.
T O T A L	13,837 SQ. FT.

1 FIRST FLOOR PLAN AND SITE AREA
SEE CIVIL ENGIN. PLANS FOR DETAIL

Scale: 3/32" = 1'-0"



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Bloomfield Hills, MI 48302
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SHEET TITLE

FIRST FLOOR PLAN
AND SITE AREA

PRELIMINARY

CLIENT/PROJECT

420 E. FRANK DEVELOPMENT
420 E. FRANK, LLC
BIRMINGHAM, MICHIGAN

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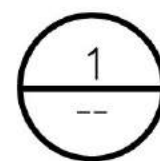
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Scale: 1/8" = 1'-0"



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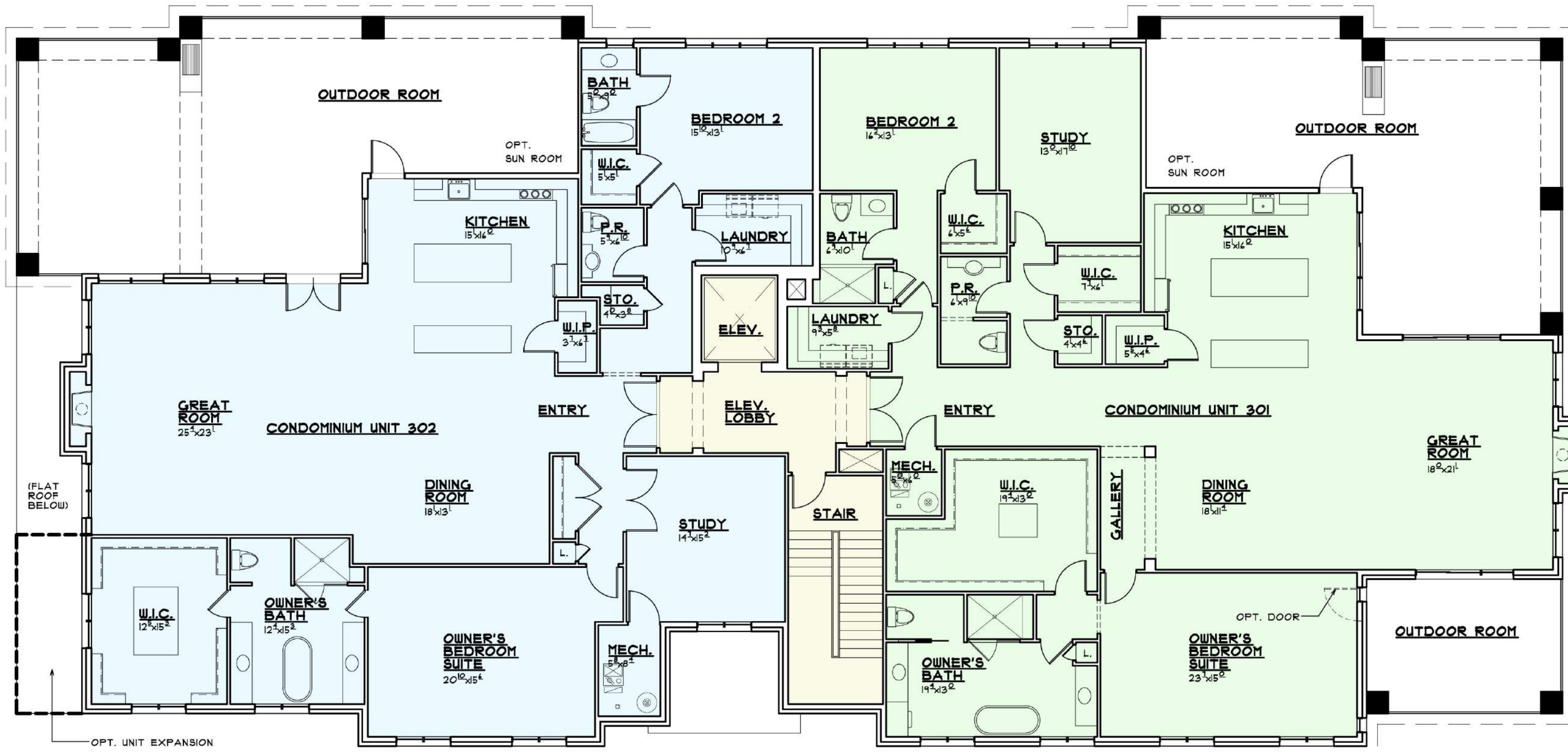
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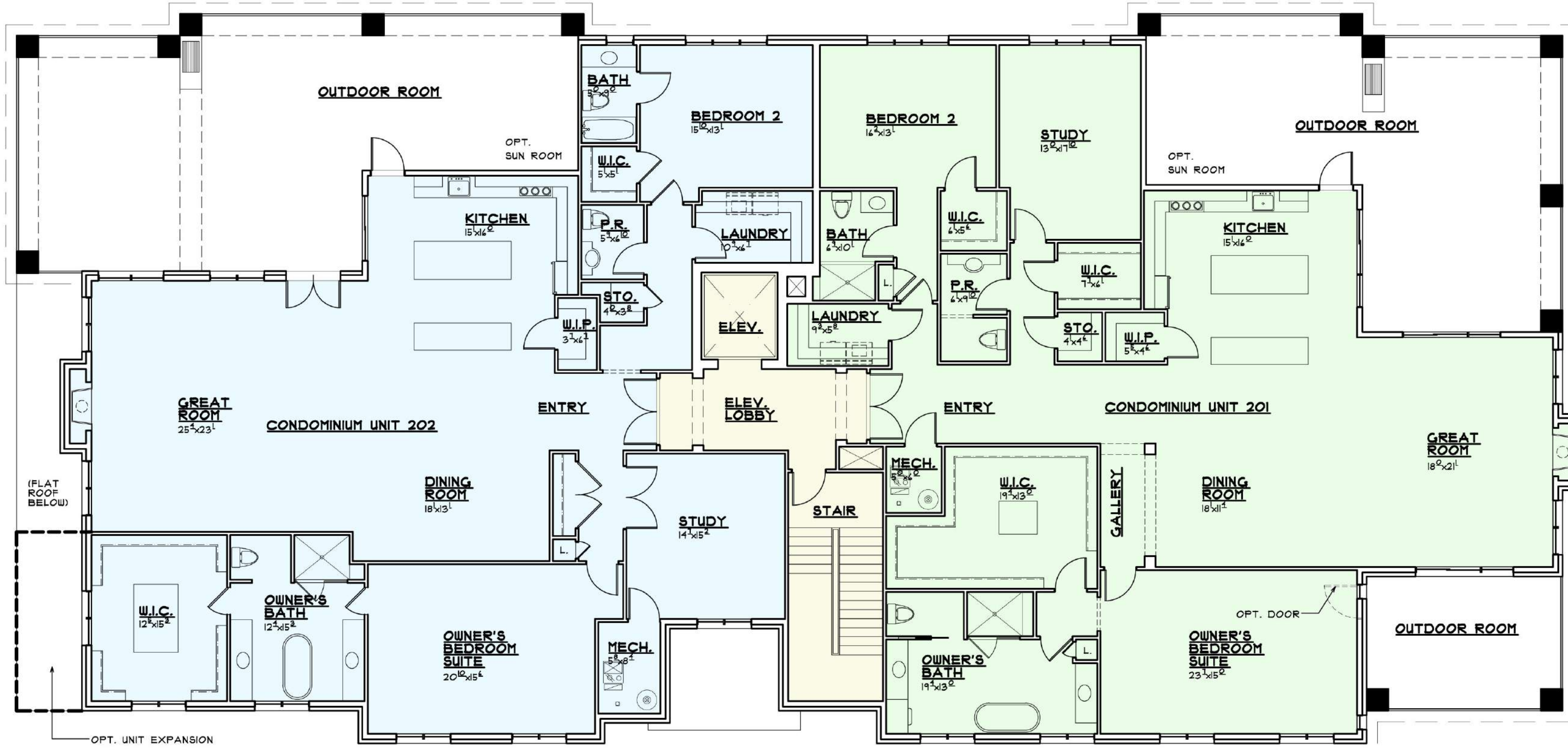
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2 THIRD FLOOR PLAN

Scale: 1/8" = 1'-0"



1 SECOND FLOOR PLAN

Scale: 1/8" = 1'-0"



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SECOND AND THIRD
FLOOR PLANS

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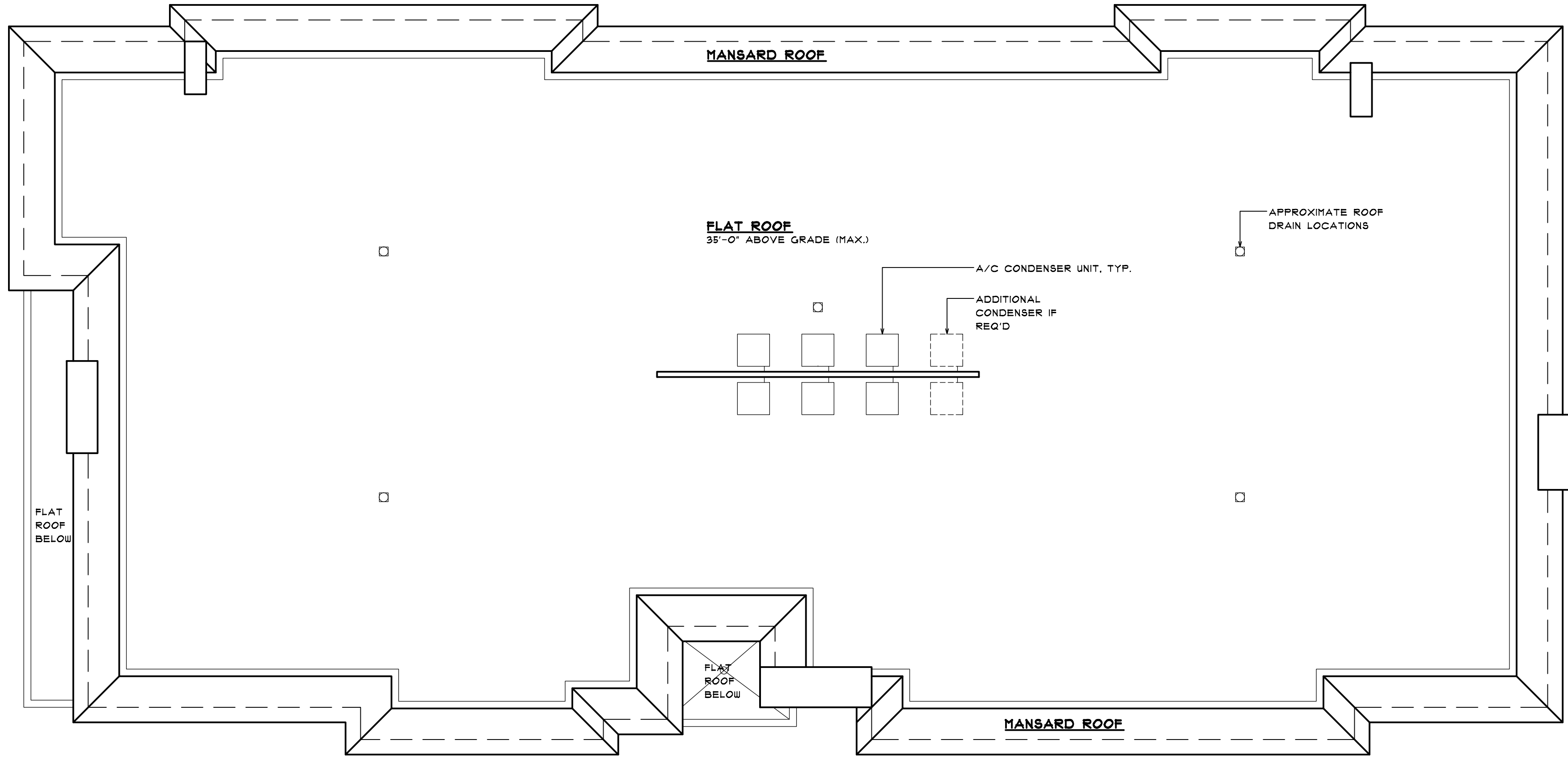
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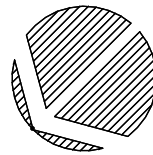
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1 ROOF PLAN

Scale: 1/8" = 1'-0"



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SHEET NUMBER
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SHEET TITLE
ROOF PLAN

PRELIMINARY



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

	BUILDING COMPONENT	MATERIAL/DESCRIPTION	MANUFACTURER/SUPPLIER
A	BRICK WALL	"OLDE WINDSOR" SAND COATED BRICK	THE BOWERSTON SHALE CO.
B	STONE WALL	LIMESTONE VENEER, 8"x24"	GENESEE CUT STONE & MARBLE
C	WINDOW SILL	LIMESTONE	GENESEE CUT STONE & MARBLE
D	WINDOW HEADER	LIMESTONE	GENESEE CUT STONE & MARBLE
E	ENTABLATURE	LIMESTONE	GENESEE CUT STONE & MARBLE
F	RAILING	CUSTOM IRON RAILING	DISEONS MFG.
G	FENCE	CUSTOM IRON FENCE	DISEONS MFG.
H	LANDSCAPE PIER	"OLDE WINDSOR" SAND COATED BRICK	THE BOWERSTON SHALE CO.
I	SHINGLES	TIMBERLINE HD SHINGLES; COLOR: WEATHERED WOOD	GAF TIMBERLINE
J	CHIMNEY POTS	ROUND CHIMNEY POT, COPPER FINISH	WOODLAND DIRECT
K	CHIMNEY SHROUDS	VENETIAN COPPER CUSTOM CHIMNEY CAP	WOODLAND DIRECT
L	FRIEZE/GUTTERS	COMPOSITE PANEL	FYPON/GUTTER LOCATIONS PER SUBCONTRACTOR
M	COLUMN	COMPOSITE PANEL	FYPON
N	WALL PANEL	SMOOTH STUCCO PANEL	3 COAT PROCESS
O	WALL TRIM	WOOD	LUMBER SUPPLIER
P	EXTERIOR LIGHT FIXTURES	(SEE LIGHTING PLAN)	(SEE LIGHTING PLAN)
Q	WINDOW AND DOOR FRAMES	BLACK FINISH	JELD-WEN
R	BRICK	"OLDE WINDSOR" SAND COATED BRICK; HERRINGBONE PATTERN	THE BOWERSTON SHALE CO.
S	PANEL BRICK	"OLDE WINDSOR" SAND COATED BRICK	THE BOWERSTON SHALE CO.
T	HEADER	"OLDE WINDSOR" SAND COATED BRICK, SOLDIER	THE BOWERSTON SHALE CO.
U	WINDOW SILL	"OLDE WINDSOR" SAND COATED BRICK, ROWLOCK	THE BOWERSTON SHALE CO.



EAST ELEVATION

SCALE: 1/8" = 1'-0"





SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

	BUILDING COMPONENT	MATERIAL/DESCRIPTION	MANUFACTURER/SUPPLIER
A	BRICK WALL	"OLDE WINDSOR" SAND COATED BRICK	THE BOWERSTON SHALE CO.
B	STONE WALL	LIMESTONE VENEER, 8"x24"	GENESSEE CUT STONE & MARBLE
C	WINDOW SILL	LIMESTONE	GENESSEE CUT STONE & MARBLE
D	WINDOW HEADER	LIMESTONE	GENESSEE CUT STONE & MARBLE
E	ENTABLATURE	LIMESTONE	GENESSEE CUT STONE & MARBLE
F	RAILING	CUSTOM IRON RAILING	DISEONS MFG.
G	FENCE	CUSTOM IRON FENCE	DISEONS MFG.
H	LANDSCAPE PIER	"OLDE WINDSOR" SAND COATED BRICK	THE BOWERSTON SHALE CO.
I	SHINGLES	TIMBERLINE HD SHINGLES, COLOR: WEATHERED WOOD	GAF TIMBERLINE
J	CHIMNEY POTS	ROUND CHIMNEY POT, COPPER FINISH	WOODLAND DIRECT
K	CHIMNEY SHROUDS	VENETIAN COPPER CUSTOM CHIMNEY CAP	WOODLAND DIRECT
L	PRIEZE/GUTTERS	COMPOSITE PANEL	PYPON/GUTTER LOCATIONS PER SUBCONTRACTOR
M	COLUMN	COMPOSITE PANEL	PYPON
N	WALL PANEL	SMOOTH STUCCO PANEL	3 COAT PROCESS
O	WALL TRIM	WOOD	LUMBER SUPPLIER
P	EXTERIOR LIGHT FIXTURES	(SEE LIGHTING PLAN)	(SEE LIGHTING PLAN)
Q	WINDOW AND DOOR FRAMES	BLACK FINISH	JELD-WEN
R	BRICK	"OLDE WINDSOR" SAND COATED BRICK; HERRINGBONE PATTERN	THE BOWERSTON SHALE CO.
S	PANEL BRICK	"OLDE WINDSOR" SAND COATED BRICK	THE BOWERSTON SHALE CO.
T	HEADER	"OLDE WINDSOR" SAND COATED BRICK, SOLDIER	THE BOWERSTON SHALE CO.
U	WINDOW SILL	"OLDE WINDSOR" SAND COATED BRICK, ROWLOCK	THE BOWERSTON SHALE CO.



WEST ELEVATION

SCALE: 1/8" = 1'-0"



FEISS
EST. 1935

OL7502HTBZ-LED: 1 - Light Wall Lantern



Dimensions:

Width:	9.5"*	Extended:	11.5"*
Height:	20.14"*	Mounting Plate:	Double Cap Nut
Weight:	9.35 lbs.	Connection:	Mounted To Box
		Bulb Type:	Module
		Bulb Base:	Integrated
		Volts:	120
		Width:	14
		Width Consumed:	14
		Width Rating:	14
		Hours Rated:	50,000
		Lumens:	1000
		Bulb Temp:	2700°K
		CRI:	90

Bulbs:

1 - LED Integrated Module 14w Max. 120v - included
1 - LED Integrated Module 14w Max. 120v - included

Features:

- Advanced LED technology that warms in color when dimmed (2700K - 2200K).
- Meets Title 24 energy efficiency standards.

Material List:

1 Body - Aluminum - Heritage Bronze

Safety Listing:

Safety Listed for Wet Locations
Safety Listed for Wet Locations

Instruction Sheets:

English (OL7502)

Collection: Merrill

UPC #: 014817504576

Finish: Heritage Bronze (HTBZ)

Shade / Glass / Diffuser Details:

Part	Material	Finish	Quantity	Item Number	Length	Width	Height	Diameter	Filter Diameter	Shade Top Width	Shade Top Diameter
Shade	Etched Glass	Creme Etched	1								

Backplate / Canopy Details:

Type	Height / Length	Width	Depth	Diameter	Outlet Box Up	Outlet Box Down
Back Plate	11.14	8			8.34	11.12

Shipping Information:

Package Type	Product #	Quantity	UPC	Length	Width	Height	Gross Weight	Net Weight	UPC Ship
Individual	OL7502HTBZ-LED	1	014817504576	22"	14.18"	12"	21.08"	11.45"	150

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RECESSED

wide distribution LED 6" open
1100, 1500, 2000 or 3000 lumens

architectural

Project: _____
Type: _____
Catalog number: _____

frame-in kit

- This fixture offered in 120V (1) or 277V (2), and in 347V (3) using a step down transformer. Also available in 220V (4) and 240V (5).
- Pre-wired and grounded junction box with galvanized snap-on covers. Listed for through branch circuit wiring.
- Universal mounting brackets provide tool-less adjustability and will accept the supplied hanger bars or optional #517 and #520 Gaddy bars. Also accepts C channel.
- Electro/variized plated steel hanger bars are included as factory standard. Bars extend to 24" and offer self-railing and additional mounting features.
- 5-year LED component warranty details at atlantic-lighting.com/support.

OSRAM Syhania LED Module

- White lens when off
- Superior quality white LED light
- 80+ CRI
- Rated Life: 50,000 hours at 70% lumen maintenance (L70) when maintained in a 45°C ambient environment with open air flow. Ambient temperatures lower than 45°C may extend life of module.

OSRAM Syhania Electronic LED Driver
Dimmable, instant 100% light (1%-100%) via: 0-10V protocol. See driver spec.

Passive Heat Sink

- Black anodized aluminum
- Designed for maximum heat dissipation

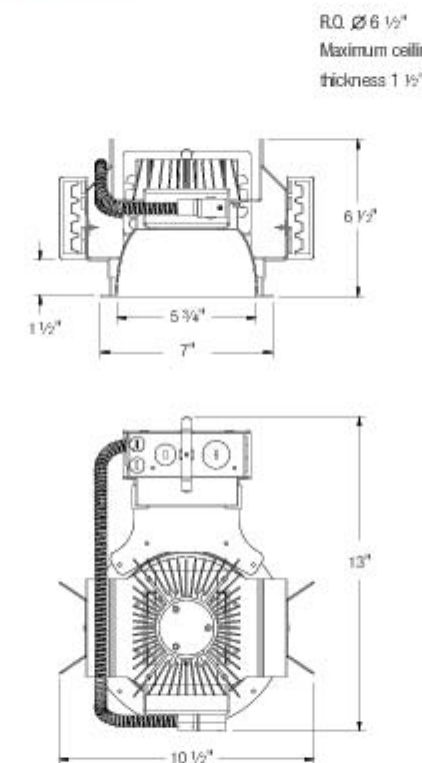
This LED fixture is intended for non-IC applications, insulation must be kept 3" away from fixture on all sides. Not for use within enclosures.

Listed for Damp Location. Tested and Listed by ETL to UL1598 and CSA C22.2 #250. Tested to IATF 16949 ENERGY STAR® qualified (120W/277V and with standard driver only). Photometrics at atlantic-lighting.com

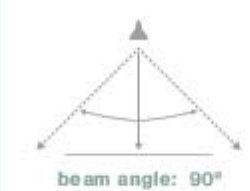
Specifications and dimensions subject to change without notice.



T: 508 678-5411 | F: 508 678-5408 www.atlantic-lighting.com



Trim Kit
Precision spun .032 aluminum self-flanged reflector offered in clear with optional finishes, and in white. Flange is white as factory standard, optional polished flange will match reflector finish. Contact factory for optional reflector colors.



ordering data

FRAME-IN KIT

SERIES

LED6WD Wide distribution 6" LED

LUMENS*

SYL11 1100 lumen module
SYL15 1500 lumen module
SYL20 2000 lumen module
SYL30 3000 lumen module

COLOR TEMPERATURE

27K 2700K
3K 3000K
35K 3500K
4K 4000K
5K 5000K

VOLTAGE

1 120V
2 277V
3 347V Step down transformer

DIMMING

0-10V DC standard, base box dark
Lutron® EcoSystem (100%-1%, Push-to-Black™)
Lutron® P-2 sets forward phase (100%-1%) (100V only)

OPTIONS

LEM Emergency Pack, Backlit #BSL17C-22 or equivalent
ILEM Regulate larger fan
ILEM Internal EM with test button in reflector
CP Chicago Premium

TRIM KIT

*** Refer to left for parameters. Specify finish & other below.

FINISHES

CL Specular clear
SB Semi-specular clear
HZ Haze clear (etched)
WH Matte white

OTHER

PF Polished flange
ITS Internal test switch hole
GS Must be specified with ESM. Gasket under flange

*Lumens and wattages are component measurements. See photometrics for fixture values.

P/N Example: LED6WD-SYL20-27K-1-1/LED6WD-CL

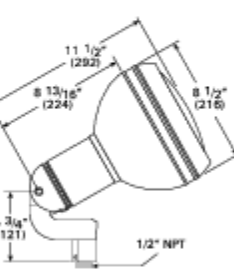
finish lumens voltage dim kit other
LED6WD-SYL20-27K-1-1/LED6WD-CL
allies lumens voltage dim kit other
allies lumens voltage dim kit other

101515 v3 NP13-060



4650 SERIES

Knuckle Mount
Accent Light



CATALOG NUMBER

NOTES

TYPE

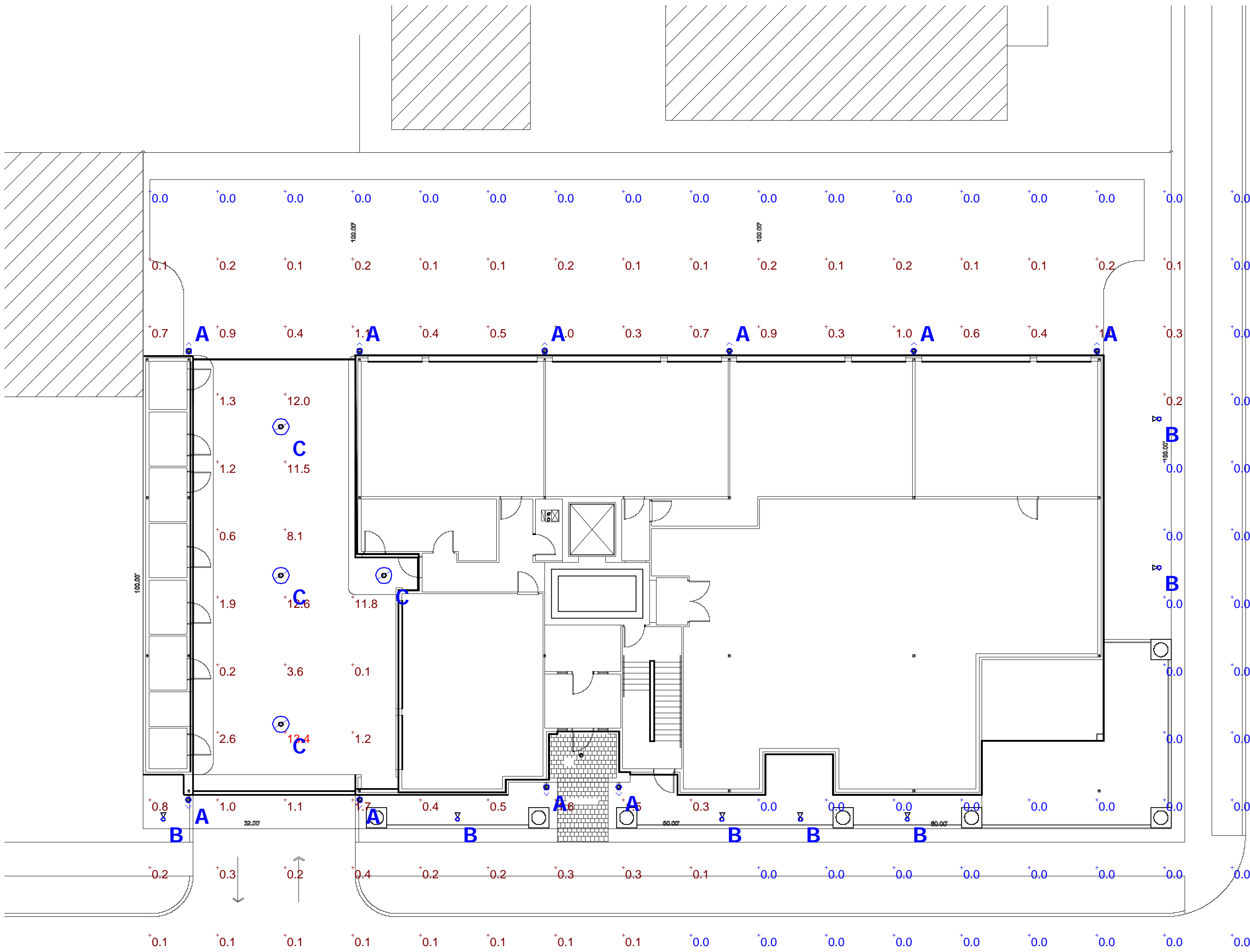
DESCRIPTION

The 4650 Knuckle Mount Accent Light is uniquely designed with rugged sealed die-cast aluminum construction and an offset swivel for balance. This fixture accommodates the reflectorized PAR36 and PAR38 lamps and the popular E-17 HID lamps with a variety of reflectors. These large, versatile accent lights provide illumination for a variety of architectural and landscape applications to sixty feet. A wide range of photometric performances are available with internal and/or external glare control.

ORDERING INFORMATION (60HZ)				EXAMPLE: 4650 150M 120 SP KM BSB EA4512 SF LPI BZ			
Model	Lamp Type	Voltage	Distribution	Mounting	Mounting Options	Mounting Options	Mounting Options
4650	Incandescent*	120	NR	No Reflector	KB	Knuckle Mount	
P38B31	PAR-38, med. base	208	NSP	Narrow Spot	JBA	Alum. J-Box	P55_ 18", 24", or 36" Polymer Sealed Ground Spike
P381501	PAR-38, med. base	240	NSP	Narrow Spot	JBB	Bronze J-Box	SBA_* 12" or 18" Stake Mounted J-Box, Alum.
P543001	PAR-56, MCEP	277	SP	Spot	ARB	Architectural J-Box, Alum.	SBB_* 12" or 18" Stake Mounted J-Box, Alum.
250Q	T-4, MC base	347	SP	Spot	SMSA_* 12", 48"	TRA	Tree Mounted J-Box, Alum.
MHF	E-17, med. base	120/277	MFL*	Medium Flood	WMC	Wall Mt. Cover	TRBS* Tree Mounted J-Box w/Alum. mounting strap, available with 1-4-J-Boxes per str
70M	E-17, med. base	70M	MFL*	Medium Flood	WMC	Wall Mt. Cover	TRBS* Tree Mounted J-Box w/Bronze mounting strap, available with 1-4-J-Boxes per str
100M	E-17, med. base	208, 240, 277	MFL*	Medium Flood	WMC	Wall Mt. Cover	TRBS* Tree Mounted J-Box w/Bronze mounting strap, available with 1-4-J-Boxes per str
150M	E-17, med. base	277	MFL*	Medium Flood	WMC	Wall Mt. Cover	TRBS* Tree Mounted J-Box w/Bronze mounting strap, available with 1-4-J-Boxes per str
70CM16	T-4, G12 base	MVCL** (120-277 50/60HZ)	WFL	Wide Flood	WMC	Wall Mt. Cover	TRBS* Tree Mounted J-Box w/Bronze mounting strap, available with 1-4-J-Boxes per str
150CM16	T-4, G12 base	MVCL** (120-277 50/60HZ)	WFL	Wide Flood	WMC	Wall Mt. Cover	TRBS* Tree Mounted J-Box w/Bronze mounting strap, available with 1-4-J-Boxes per str
P38100CM	PAR-38, med. base	P38100CM	PAR-38, med. base	P38100CM	PAR-38, med. base	P38100CM	PAR-38, med. base
P38100M	PAR-38, med. base	P38100M	PAR-38, med. base	P38100M	PAR-38, med. base	P38100M	PAR-38, med. base
P38100M	PAR-38, med. base	P38100M	PAR-38, med. base	P38100M	PAR-38, med. base	P38100M	PAR-38, med. base
P38150M	PAR-38, med. base	P38150M	PAR-38, med. base	P38150M	PAR-38, med. base	P38150M	PAR-38, med. base
705	E-17, med. base	705	E-17, med. base	705	E-17, med. base	705	E-17, med. base
1005	E-17, med. base	1005	E-17, med. base	1005	E-17, med. base	1005	E-17, med. base
1505	E-17, med. base	1505	E-17, med. base	1505	E-17, med. base	1505	E-17, med. base

Mounting Options (Core Id)	Accessories	Options	Lamp	Finish
HID Ballast Endorsements	Mounting	Fusing	LPI Lamp Included	BL Black
BPCA Big Polymeric Combo Box, Alum. Cover, 150W Max.	EA_* Extended Arm Mt, 12", 24" or 36"	SP* Single Fuse		BZ Bronze
BPCB Big Polymeric Combo Box, Bronze Cover, 150W Max.	EA45_* 45" Extended Arm Mt, 12", 24" or 36"	DP* Double Fuse		DOB Dark Bronze
BSB Ig. Alum. Surface Box, 150W Max.	EA50_* 90" Extended Arm Mt, 12", 24" or 36"	Balancing GEP* Electronic Ballast		DNA Natural Aluminum
BSBT Ig. Tree Mounted Box	STB Stabilizer Bar			GR Gray
	Internal HL Internal Honeycomb Louver			AND Sand
	Internal Source Shield			STG Steel Gray
	CFAMB Color Filter Amber			TVG Terra Verde
	CFBLU Color Filter Blue			WH White
	CFGRN Color Filter Green			CF Custom
	CFRED Color Filter Red			_* 2" Zinc Undercoat (i.e. BLZ)
	External GS Glare Shield			
	FGS Full Glare Shield, 6"			
	FGS_ Full Glare Shield, 8", 10", 12" available			

Notes:
1. Incandescent models available with 120 Volt only.
2. Ballast/Endorsement required for HID models.
3. NSP is only available with PAR-56, T-4 and T-6 lamps.
4. Not available with PAR-56 lamps.
5. Only available with PAR-56 lamps when LPI is chosen, otherwise use NR. Not all distributions are valid with all lamp types, consult lamp manufacturer's specifications.
6. For 120 volt/line applications only.
7. For multiple TRBS boxes, the number of fixture heads and accessories will be equal to the number of boxes ordered.
8. EA extending arm accessories are available with BSB and WMSA mounting only.
9. STB is available with PSS, BPCA and BPCB only.
10. SP is only available with 120 or 277 volts, or 347 volts on HD only.
11. DP is only available with 208 or 240 volts on HD only.
12. Only available with MH lamps when GBS is chosen.
13. Only available with Metal Halide.
14. Add 2nd endorsement for large environments.
NOTE: Hyrel Reserves The Right To Modify Specification Without Notice. Any dimension on this sheet is to be assumed as reference dimension. *Used for information purposes only. If different given manufacturing or inspection requirements. *CAND 17-1-1-103
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Plan View
Scale - 1" = 12ft

GENERAL NOTE

- SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
- SEE LUMINAIRE SCHEDULE FOR LIGHT LOSS FACTOR.
- CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: GRADE.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

Luminaire Schedule										
Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage
	A	10	Feiss Lighting	OL7502HTBZ-LED1	Light Wall Lantern (alternate IES files used, assumed +/- 600 delivered lumens)	LED	1	590	0.95	15.3
	B	7	Hydrel	4640 18LED WHT30K VWFL	4640 18LED WHT30K VWFL White LED Accent Light, 18LED, 3000°K Color Temp. Very Wide Flood		1	835	0.9	18.19
	C	4	Atlantic Lighting	LED6WD-SYL30-4K-6LED10-CL	RECESSED wide distribution LED 6" open downlight. 3000 lumen module. 4000K.	LED OSRAM CUBE 1100	1	3000	0.93	14.7



420 FRANK LLC
PHOTOMETRIC SITE PLAN
PREPARED FOR: ALEXANDER V. BOGAETIS + ASSOCIATES
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer
TV/AAM

Date

2/27/2017

rev 2/28/2017

Scale

Not to Scale

Drawing No.

#17-69573-V2

1 of 1







4640 SERIES

Yoke Mount

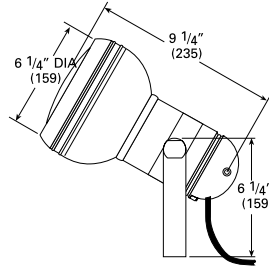
White LED Accent Light

CATALOG NUMBER	
NOTES	
TYPE	

Specifications

L:	9 - 1/4"
	235 mm
W:	6 - 1/4"
	159 mm
H:	6 - 1/4"
	159 mm
Weight	8 lbs

LED IP66



For direct mounting to wall or other surface

DESCRIPTION

The 4640 yoke mount accent light is uniquely designed with rugged sealed die-cast aluminum construction and an adjustable yoke. A wide range of photometric performances are available with internal and/or external glare control.

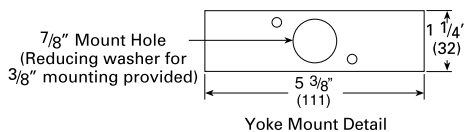
ORDERING INFORMATION

EXAMPLE: 4640 18LED WHT41K MVOLT WFL YM SMSA12 FGS10 CSL10 BL

Model	Lamp type ¹	LED Color	Voltage	Distribution	Mounting	Mounting Options ³
4640	12LED	RED Red	MVOLT	NSP Narrow Spot	YM Yoke Mount	JBA Alum. J-Box
	18LED	GRN Green		MFL Medium Flood		JBB Bronze J-Box
		BLU Blue		FL Flood		ARJB Architectural J-Box, Alum.
		AMBPC Phosphor Converted Amber		WFL Wide Flood		SMSA_ 12"-48" Stanchion Mount, available in 6" increments.
		WHT30K 3000°K Color Temp		VWFL ² Very Wide Flood (no optics)		PSSA Pedestal Stanchion Mount
		WHT41K 4100°K Color Temp		HSP Horizontal Spot		WMC Wall Mount Cover
		WHT53K 5300°K Color Temp		HFL Horizontal Flood		WMSA Wall Mount with Splice Access

Mounting Options (Cont'd) ³	Accessories	Cord Set Length	Finish
TRA Tree Mounted J-Box, Alum.	<u>Internal</u>	CSL_ 10'-50' of cord, available in 5' increments (default of 10 feet if nothing is specified)	BL Black
TRB Tree Mounted J-Box, Bronze	IHL Internal Honeycomb Louver		BZ Bronze
_TRAS ⁴ Tree Mounted J-Box Alum. w/mt strap, available with 1-4 J-Boxes per strap	FRF Frosted Filter		DDB Dark Bronze
	<u>External</u>		DNA Natural Aluminum
_TRBS ⁴ Tree Mounted J-Box Bronze w/mt strap, available with 1-4 J-Boxes per strap	GS Glare Shield		GN Green
	FGS Full Glare Shield (6")		GR Gray
	FGS_ Full Glare Shield 8', 10" or 12" available		
			SND Sand
			STG Steel Gray
			TVG Terra Verde Green
			WH White
			CF Custom
			_Z ⁵ Zinc Undercoat (i.e. BLZ)

MOUNTING DETAIL



Notes:

1. 12LED = 12 chip board, 14 watts; 18LED = 18 chip board, 19 watts
2. FRF filter needed with VWFL.
3. See individual mounting specification sheets for conduit/drilling options.
4. For multiple TRAS boxes the number of fixture heads and accessories will be equal to the number of boxes ordered.
5. Add Zinc undercoat for harsh environments.



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Rev. 03/14/17
4640_YM_LED_WHITE

PERFORMANCE DATA

IP66

LUMEN OUTPUT

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Actual performance may differ as a result of end-user environment and application. Contact factory for performance data on any configurations not shown here.

	Distribution	Nema Type	Beam Angle (50%) H x V	Field Angle (10%) H x V	Watts	LPW	Delivered Lumens
18LED 3000K 80CRI	NSP	2 x 2	14.8 x 14.8	27.1 x 27.1	19	53	1,000
	MFL	6 x 6	35.7 x 35.7	109 x 109	19	54	1,000
	FL	5 x 5	75.8 x 56.2	95.7 x 83.4	19	48	900
	WFL	7 x 7	114.2 x 114.2	136.1 x 136.1	19	54	1,000
	HSP	3 x 3	20.8 x 20.8	38.9 x 38.9	20	57	1,100
	HFL	4 x 3	40.5 x 15.6	60.8 x 30.4	20	48	950
	VWFL	7 x 7	110.2 x 110.2	141 x 141	18	45	800
18LED 4000K 70CRI	NSP	2 x 2	14.8 x 14.8	27.1 x 27.1	19	90	1,700
	MFL	6 x 6	35.7 x 35.7	109 x 109	19	91	1,700
	FL	5 x 5	75.8 x 56.2	95.7 x 83.4	19	79	1,500
	WFL	7 x 7	114.2 x 114.2	136.1 x 136.1	19	90	1,700
	HSP	3 x 3	20.8 x 20.8	38.9 x 38.9	20	96	1,900
	HFL	4 x 3	40.5 x 15.6	60.8 x 30.4	20	80	1,600
	VWFL	7 x 7	110.2 x 110.2	141 x 141	18	77	1,400
18LED 5000K 70CRI	NSP	2 x 2	14.8 x 14.8	27.1 x 27.1	19	90	1,700
	MFL	6 x 6	35.7 x 35.7	109 x 109	19	91	1,700
	FL	5 x 5	75.8 x 56.2	95.7 x 83.4	19	79	1,500
	WFL	7 x 7	114.2 x 114.2	136.1 x 136.1	19	90	1,700
	HSP	3 x 3	20.8 x 20.8	38.9 x 38.9	20	96	1,900
	HFL	4 x 3	40.5 x 15.6	60.8 x 30.4	20	80	1,600
	VWFL	7 x 7	110.2 x 110.2	141 x 141	18	77	1,400

LED LIFE: L70/60,000 hours

OPERATING TEMPERATURE: -30°C Through 40°C

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient	Lumen Multiplier
0°C	1.02
10°C	1.01
20°C	1.00
25°C	1.00
30°C	0.99
40°C	0.98

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the Fixture platform in a 25°C ambient, based on 8400 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1	0.99	0.98	0.96

Electrical Load

Light Engines	Drive Current (mA)	System Watts	Current (A)					
			120	208	240	277	347	480
18 LED	350mA	19	0.16	0.09	0.08	0.07	0.05	0.04

FEATURES & SPECIFICATIONS

MATERIAL: Fixture and Yoke: Die-cast copper-free aluminum alloy A360. All materials are chem-filmed or anodized prior to painting.

LED: White and Monochromatic LEDs, 18LED = 19W, 12LED = 14 watts.

VOLTAGE: MVOLT

LIGHT DISTRIBUTION: See ordering guide.

LENS: Crowned tempered glass.

POWER SUPPLY: 120-277 Integral Power Supply.

MOUNTING: Yoke Mount with a minimum of 10 ft. 18/3 STW Cord.

Cord length must be specified over 10 feet.

FINISH: Exterior parts are protected by a zinc-infused super durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled

multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climates without cracking or peeling.

FASTENERS: Stainless Steel.

LISTING: IP66, U.L., C.U.L.

WARRANTY: 5-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

NOTE: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



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Rev. 03/14/17
4640_YM_LED_WHITE

RECESSED

architectural

wide distribution LED 6" open
1100, 1500, 2000 or 3000 lumens



frame-in kit

- This fixture offered in 120V (1) or 277V (2), and in 347V (3) using a step down transformer. Also available in 220V (4) and 240V (5).
- Prewired and grounded junction box with galvanized snap-on covers. Listed for through branch circuit wiring.
- Universal mounting brackets provide tool-less adjustability and will accept the supplied hanger bars or optional #517 and #520 Caddy bars. Also accepts C channel.
- Electroplated plated steel hanger bars are included as factory standard. Bars extend to 24" and offer self-nailing and additional mounting features.
- 5-year LED component warranty details at atlantic-lighting.com/support.

OSRAM Sylvania LED Module

- White lens when off
- Superior quality white LED light
- 80+ CRI
- Rated Life: 50,000 hours at 70% lumen maintenance (L70) when maintained in a 45°C ambient environment with open air flow. Ambient temperatures lower than 45°C may extend life of module.



OSRAM Sylvania Electronic LED Driver

- Dimmable, instant 100% light (1%-100%) via: 0-10V protocol. See driver spec.

Passive Heat Sink

- Black anodized aluminum
- Designed for maximum heat dissipation

This LED fixture is intended for non-IC applications, insulation must be kept 3" away from fixture on all sides. Not for use within enclosures.

Listed for Damp Location. Tested and Listed by ETL to UL1598 and CSA C22.2 #250. Tested to LM79. ENERGY STAR® qualified (120V/277V and with standard driver only). Photometrics at atlantic-lighting.com

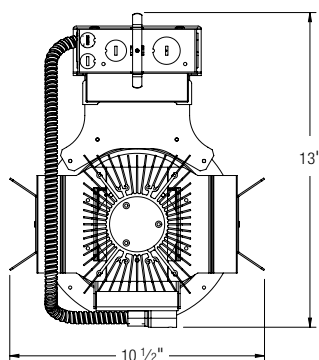
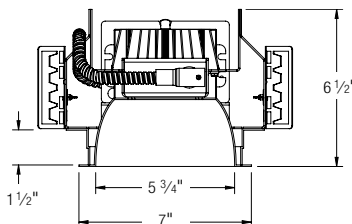
Specifications and dimensions subject to change without notice.



ATLANTIC
LIGHTING

T: 508 678-5411 | F: 508 678-5408 www.atlantic-lighting.com

R.O. Ø 6 1/2"
Maximum ceiling
thickness 1 1/2"



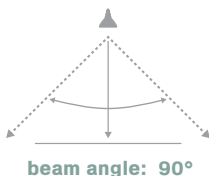
TRIM KIT

open reflector

6LEDWD Wide distribution open
90° beam angle



Precision spun .052 aluminum self-flanged reflector offered in clear with optional finishes, and in white. Flange is white as factory standard, optional polished flange will match reflector finish. Contact factory for optional reflector colors.



beam angle: 90°

ordering data

FRAME-IN KIT

SERIES

LED6WD Wide distribution 6" LED

LED6WD

LUMENS*

SYL11 1100 lumen module
SYL15 1500 lumen module
SYL20 2000 lumen module
SYL30 3000 lumen module

COLOR TEMPERATURE

27K 2700K
3K 3000K
35K 3500K
4K 4000K
5K 5000K

VOLTAGE

1 120V
2 277V
3 347V Step down transformer

DIMMING

0-10V DC standard, leave box blank
LDE Lutron® EcoSystem® (100%-1%, Fade-to-Black™)
LTE Lutron® 2-wire forward-phase (100%-1%) (120V only)

OPTIONS

LEM Emergency Pack, Bodine #BSL17C-C2 or equivalent Requires large frame.
ILEM Internal EM with test button in reflector
CP Chicago Plenum

TRIM KIT

Refer to left for part numbers. Specify finish & other below.

Finishes

CL Specular clear
SS Semi-specular clear
HZ Haze clear (etched)
WH Matte white

Other

PF Polished flange
ITS Internal test switch hole. Must be specified with ILEM.
GS Gasket under flange

*Listed lumens and wattages are component measurements. See photometrics for fixture values.

P/N Example: LED6WD-SYL20-27K-1 / 6LEDWD-CL

LED6WD-SYL20-27K-1 / 6LEDWD-CL

series	lumens	voltage	temp	options	trim kit	other	finish
LED6WD	SYL20	27K	1		6LEDWD	CL	

101515 v3 NP13-060

RECESSED

architectural

wide distribution LED 6" open
1100, 1500, 2000 or 3000 lumens



frame-in kit

- This fixture offered in 120V (1) or 277V (2), and in 347V (3) using a step down transformer. Also available in 220V (4) and 240V (5).
- Prewired and grounded junction box with galvanized snap-on covers. Listed for through branch circuit wiring.
- Universal mounting brackets provide tool-less adjustability and will accept the supplied hanger bars or optional #517 and #520 Caddy bars. Also accepts C channel.
- Electroplated plated steel hanger bars are included as factory standard. Bars extend to 24" and offer self-nailing and additional mounting features.
- 5-year LED component warranty details at atlantic-lighting.com/support.

OSRAM Sylvania LED Module

- White lens when off
- Superior quality white LED light
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OSRAM Sylvania Electronic LED Driver

- Dimmable, instant 100% light (1%-100%) via: 0-10V protocol. See driver spec.

Passive Heat Sink

- Black anodized aluminum
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This LED fixture is intended for non-IC applications, insulation must be kept 3" away from fixture on all sides. Not for use within enclosures.

Listed for Damp Location. Tested and Listed by ETL to UL1598 and CSA C22.2 #250. Tested to LM79. ENERGY STAR® qualified (120V/277V and with standard driver only). Photometrics at atlantic-lighting.com

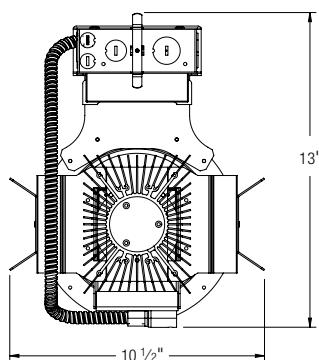
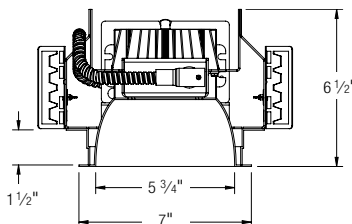
Specifications and dimensions subject to change without notice.



ATLANTIC
LIGHTING

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R.O. Ø 6 1/2"
Maximum ceiling
thickness 1 1/2"



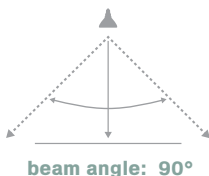
TRIM KIT

open reflector

6LEDWD Wide distribution open
90° beam angle



Precision spun .052 aluminum self-flanged reflector offered in clear with optional finishes, and in white. Flange is white as factory standard, optional polished flange will match reflector finish. Contact factory for optional reflector colors.



beam angle: 90°

ordering data

FRAME-IN KIT

SERIES

LED6WD Wide distribution 6" LED

LED6WD

LUMENS*

SYL11 1100 lumen module
SYL15 1500 lumen module
SYL20 2000 lumen module
SYL30 3000 lumen module

COLOR TEMPERATURE

27K 2700K
3K 3000K
35K 3500K
4K 4000K
5K 5000K

VOLTAGE

1 120V
2 277V
3 347V Step down transformer

DIMMING

0-10V DC standard, leave box blank
LDE Lutron® EcoSystem® (100%-1%, Fade-to-Black™)
LTE Lutron® 2-wire forward-phase (100%-1%) (120V only)

OPTIONS

LEM Emergency Pack, Bodine #BSL17C-C2 or equivalent Requires large frame.
ILEM Internal EM with test button in reflector
CP Chicago Plenum

TRIM KIT

Refer to left for part numbers. Specify finish & other below.

Finishes

CL Specular clear
SS Semi-specular clear
HZ Haze clear (etched)
WH Matte white

Other

PF Polished flange
ITS Internal test switch hole. Must be specified with ILEM.
GS Gasket under flange

*Listed lumens and wattages are component measurements. See photometrics for fixture values.

P/N Example: LED6WD-SYL20-27K-1 / 6LEDWD-CL

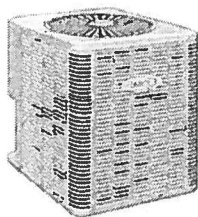
LED6WD-SYL20-27K-1 / 6LEDWD-CL

series	lumens	voltage	temp	options	trim kit	other	finish
LED6WD	SYL20	27K	1		6LEDWD	CL	

101515 v3 NP13-060



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Dallas, Texas, USA



**THIS MANUAL MUST BE LEFT WITH THE
HOMEOWNER FOR FUTURE REFERENCE**

⚠ WARNING

The State of California has determined that this product may contain or produce a chemical or chemicals, in very low doses, which may cause serious illness or death. It may also cause cancer, birth defects, or reproductive harm.

GENERAL

This 13ACX outdoor unit is designed for use with HFC-410A refrigerant only. This unit must be installed with an approved indoor unit. See the Lennox 13ACX Product Specifications bulletin (EHB) for approved indoor component match ups.

These instructions are intended as a general guide and do not supersede local codes in any way. Consult authorities having jurisdiction before installation.

INSTALLATION INSTRUCTIONS

Merit® Series 13ACX Units

AIR CONDITIONER
506945-01
5/2013
Supersedes 7/2012

TP Technical
Publications
Litho U.S.A.

⚠ WARNING

Improper installation, adjustment, alteration, service or maintenance can cause personal injury, loss of life, or damage to property.

Installation and service must be performed by a licensed professional installer (or equivalent) or a service agency.

⚠ CAUTION

Before attempting to perform any service or maintenance, turn the electrical power to unit OFF at disconnect switch.

⚠ CAUTION

As with any mechanical equipment, contact with sharp sheet metal edges can result in personal injury. Take care while handling this equipment.

STEP 1 -- SETTING THE UNIT -- Clearances

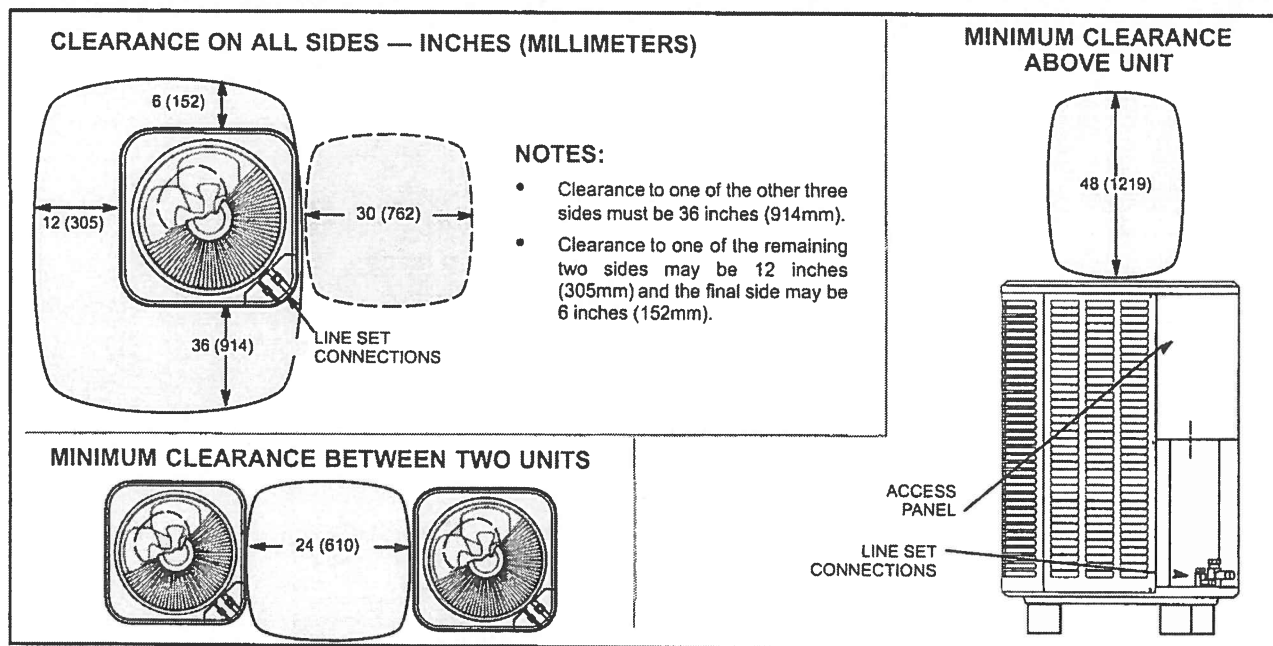


FIGURE 1

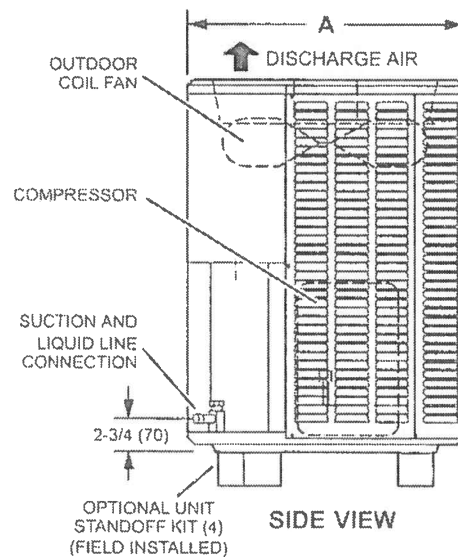
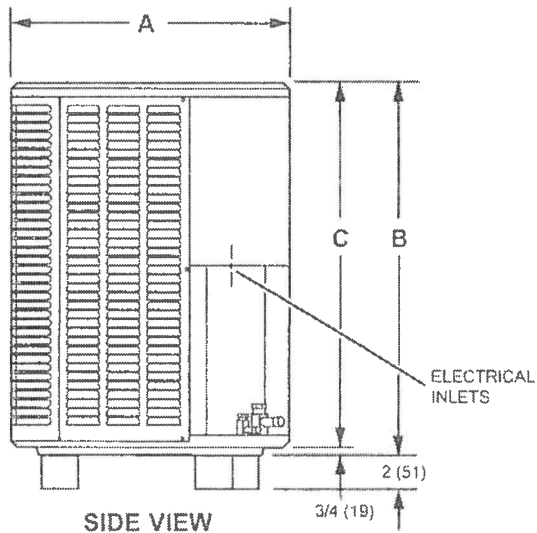
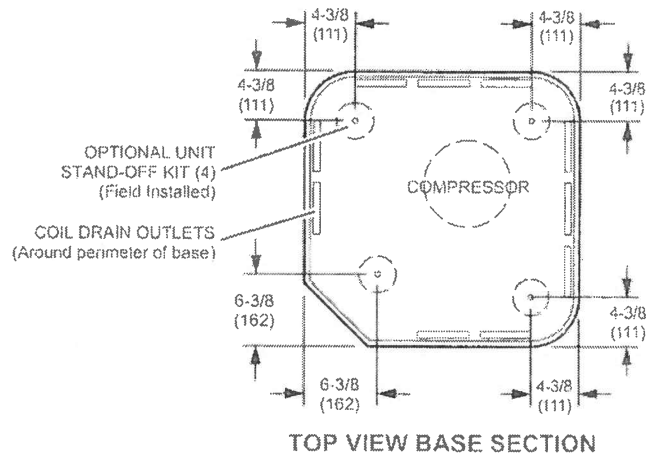
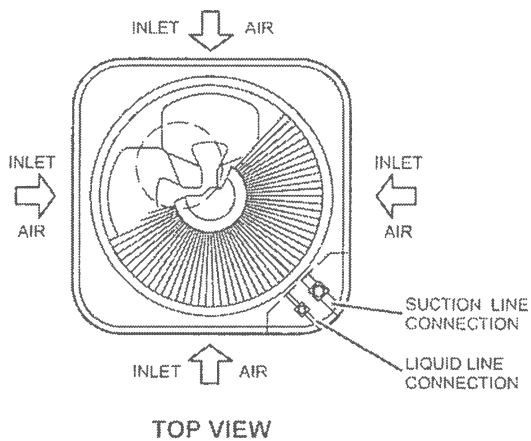
7/2012



506945-01



DIMENSIONS - INCHES (MM)



Model	A		B		C	
	inches	mm	inches	mm	inches	mm
018	24-1/4	616	25-1/4	641	24-1/4	616
024	24-1/4	616	25-1/4	641	24-1/4	616
030	24-1/4	616	29-1/4	743	28-1/2	724
036	24-1/4	616	29-1/4	743	28-1/2	724
042	28-1/4	718	29-1/4	743	28-1/2	724
048	28-1/4	718	33-1/4	845	32-1/2	825
060	28-1/4	718	29-1/4	743	28-1/2	724



MEMORANDUM

Planning Department

DATE: June 21, 2017
TO: Planning Board
FROM: Matthew Baka, Senior Planner
APPROVED BY: Jana L. Ecker, Planning Director
SUBJECT: 300 Hamilton – Commonwealth, Design Review

Zoning: B-4, Business-Residential

Existing Use: Restaurant

Proposal

The building is located on the south side of Hamilton Row between Ferndale Avenue and Park Street. The applicant proposes to construct an outdoor terrace area utilizing two existing parallel parking spaces. The applicant was previously approved for a dining deck that spanned the existing storefront of approximately 23'. The café has now expanded into the storefront to the east doubling their linear frontage to 46'. Accordingly, they are now requesting permission to extend the dining deck across the new portion of the café as well. As this requested change approximately doubles the size of the dining deck the Planning Department determined that it required a revised design review by the Planning Board. The previously approved deck also required two parking spaces as the expanded deck does. However, when Hamilton was reconstructed in 2016 the spaces were realigned which resulted in the spaces shifting slightly to the east. As a result, the new expanded deck does not require any additional parking spaces and thus does not need approval from the Parking Advisory Board for the new configuration.

Design

The applicant intends to construct the deck of the platform with 1/8" metal diamond plate interlocking panels. The deck is proposed to be enclosed on three sides with matching 1/8" diamond plating that will enclose 10" w x 18" deep plastic planter liners. Attached to the top of the planter boxes the applicant is proposing a decorative railing constructed from a combination of flat stock steel, square steel tube and steel rod. The transition between the planter boxes and the railing is proposed to be clad with a 1" x 4" Oak Collar. The planter boxes are proposed to be planted with live bamboo planting. The rendering on the plans indicate that the plantings will extend above 6' which will obscure the view the street from those on dining on the deck and vice versa. The Planning Board may wish to consider if this condition would be consistent with the intent of the goals of outdoor dining.

Signage

The applicant proposes to install four logo signs. The total linear building frontage is 46', permitting 46 square feet of sign area. The existing projecting wall sign measures 3' h x 2' w or 6 square feet and the existing name letter sign measures .5' h x 4' w or 2 square feet. Each of the four proposed signs reading "COMMONWEALTH CAFE" will measure 5" h x 35.5" w or

177.5 square inches each for a total of 4.93 sq. ft. The combined area of the existing and new signage will be 12.93 sq. ft. *In accordance with Article 1.0, section 1.04 (B) of the Birmingham Sign Ordinance, Combined Sign Area - For all buildings, including multi-tenant office or retail buildings, the combined area of all types of signs shall not exceed 1 square foot (1.5 square feet for addresses on Woodward Avenue) for each linear foot of principal building frontage. The proposal meets this requirement.*

Illumination

No new lighting or changes to existing lighting is proposed.

Department Comments

- **Engineering Department** - I recommend not allowing the solid wall design for the railing. The solid wall results in constant sight distance issues that are not necessary. Metal railings that are designed not to obscure the view are preferred. While the view may be blocked when the deck is occupied, during poor weather days, the tables are often pushed together, and allow for drivers to see around the deck better when attempting to pull in and out of adjacent parking spaces.
- **Building Department** - 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 Board and/or Design Review Board and applicant consideration:
 1. The applicant will need to verify that the number of plumbing fixtures in the exiting toilet rooms will be in compliance with Table 403.1 Note D of the plumbing code with the additional occupants from the outdoor dining.

Design Recommendation

When reviewing the project against the standards of Section 126-514 of the City of Birmingham Zoning Ordinance, staff makes the following observations:

1. The appearance color and texture of materials being used will likely preserve and not adversely affect property values in the immediate neighborhood. *The overall design is not likely to adversely affect property values.*
2. The appearance of the building exterior will not detract from the general harmony of and is compatible with other buildings already existing in the immediate neighborhood. *The overall design elements will not detract from the harmony and appeal of the other buildings on Hamilton and it may help to increase pedestrian traffic. The proposed design is compatible with the surrounding building façades.*
3. The appearance of the building exterior will not be garish or otherwise offensive to the sense of sight. *The proposed design elements are not garish or offensive to the sense of sight.*

Sign Recommendation

In accordance with Section 86, Article 2, 2.02 (c) of the City of Birmingham Sign Ordinance, Planning Division Sign review approval shall be granted only upon determining the following:

1. The scale, color, texture and materials of the sign being used will identify the business succinctly, and will enhance the building on which it is located, as well as the immediate neighborhood.
2. The scale, color, texture and materials of the sign will be compatible with the style, color, texture and materials of the building on which it is located, as well as neighboring buildings.
3. The appearance of the building exterior with the signage will preserve or enhance, and not adversely impact, the property values in the immediate neighborhood.
4. The sign is neither confusing nor distracting, nor will it create a traffic hazard or otherwise adversely impact public safety.
5. The sign is consistent with the intent of the Master Plan, Urban Design Plan(s), and/or Downtown Birmingham 2016 Report, as applicable.
6. The sign otherwise meets all requirements of this Chapter.

The Planning Division recommends that the Commission consider a motion to APPROVE the Final Design Review application for 300 Hamilton.

Sample Motion Language

Motion to APPROVE the Final Design Review application for 300 Hamilton Row. The proposal meets the requirements of Section 126-514 of the Zoning Code.

OR

Motion to APPROVE the Final Design Review application for 300 Hamilton Row, provided the applicant meet(s) the following condition(s):

- 1.
- 2.

OR

Motion to TABLE the Final Design Review application for 300 Hamilton Row. The applicant must provide the following the following items:

- 1.

OR

Motion to DENY the Final Design Review application for 300 Hamilton Row. The proposal does not meet the requirements of section 126-514 of the Zoning Code.

Sec. 126-514. Duties of Design Review Board.

The Design Review Board shall review all documents submitted pursuant to this section determining the facts given in this section.

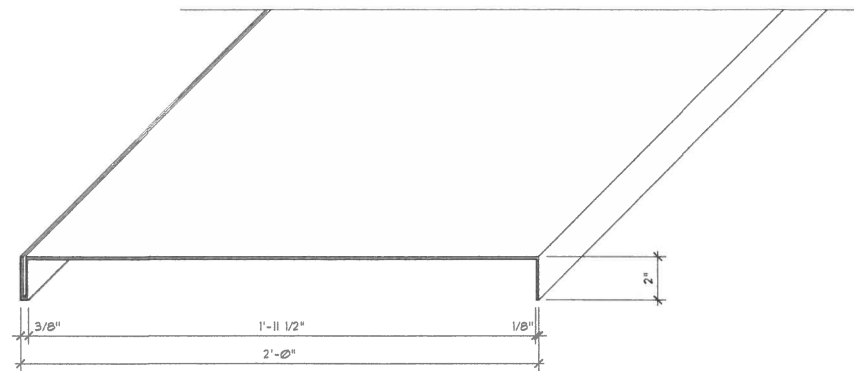
- (1) All of the materials required by this section have been submitted for review.
- (2) All provisions of chapter 126 of this Code have been complied with.
- (3) The appearance, color, texture and materials being used will preserve property values in the immediate neighborhood and will not adversely affect any property values.
- (4) The appearance of the building exterior will not detract from the general harmony of and is compatible with other buildings already existing in the immediate neighborhood.
- (5) The appearance of the building exterior will not be garish or otherwise offensive to the sense of sight.
- (6) The appearance of the building exterior will tend to minimize or prevent discordant and unsightly properties in the city.
- (7) The total design, including but not limited to colors and materials of all walls, screens, towers, openings, windows, lighting and signs, as well as treatment to be utilized in concealing any exposed mechanical and electrical equipment, is compatible with the intent of the urban design plan or such future modifications of that plan as may be approved by the city commission.

(Code 1963, § 5.192(4))

Article 2, 2.20. Sign review

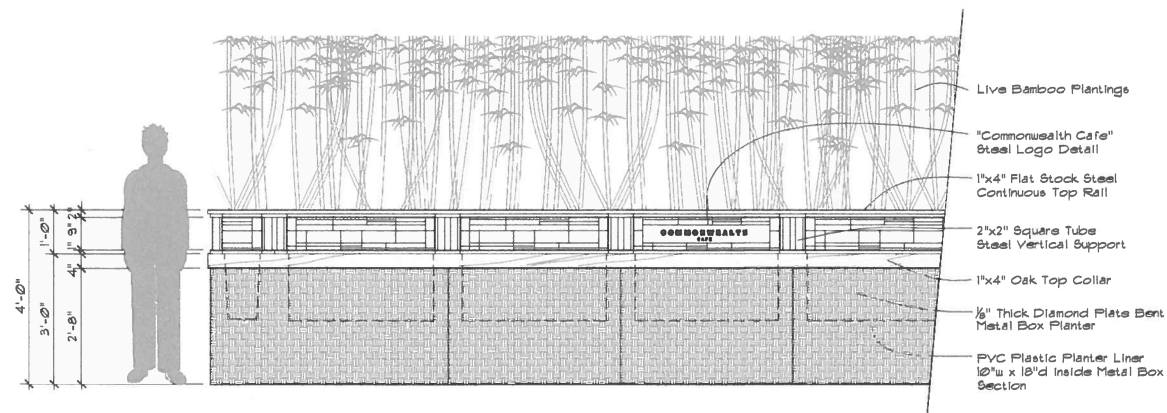
(b) Restrictions.

- (1) The Historic District Commission, Design Review Board or Planning Board may impose restrictions on the size, placement and appearance of signs in addition to those requirements set forth by this ordinance.
- (2) The Historic District Commission, Design Review Board or Planning Board shall not allow the alteration or construction of any sign which would violate the requirements of this ordinance.



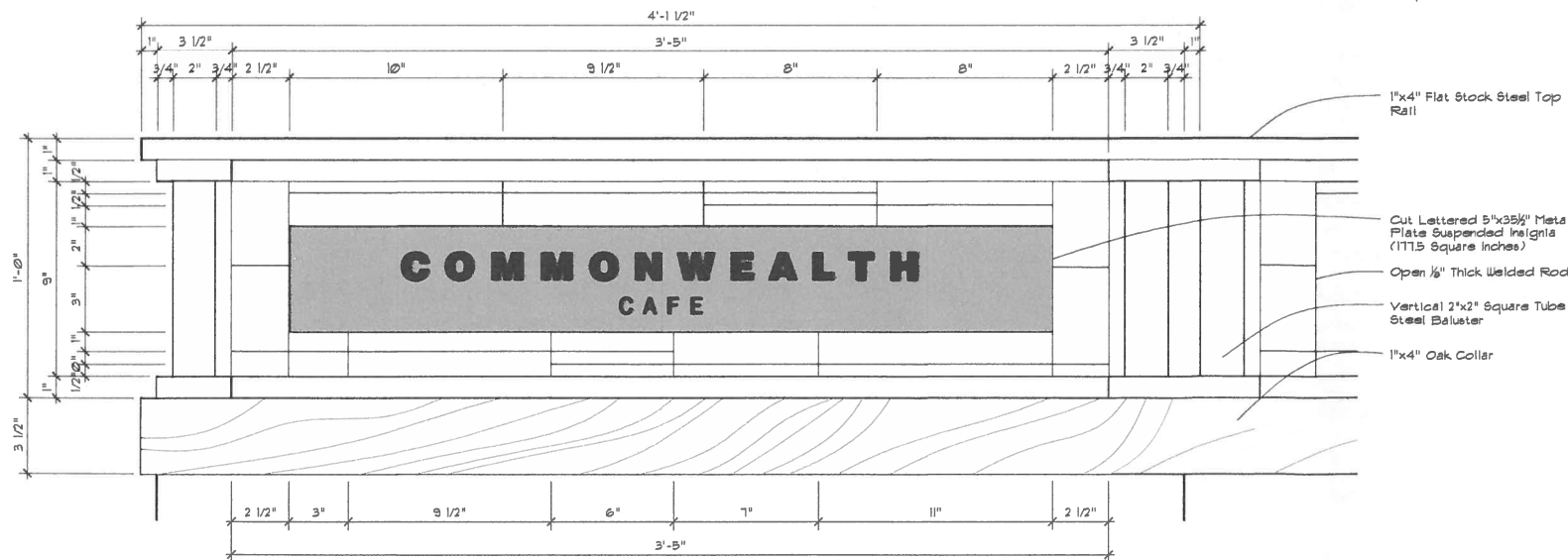
INTERLOCKING DIAMOND
PLATE PANEL DETAIL

SCALE: 3" = 1'-0"



PLANTER BOX AND RAILING ELEVATION

SCALE: 1/2" = 1'-0"

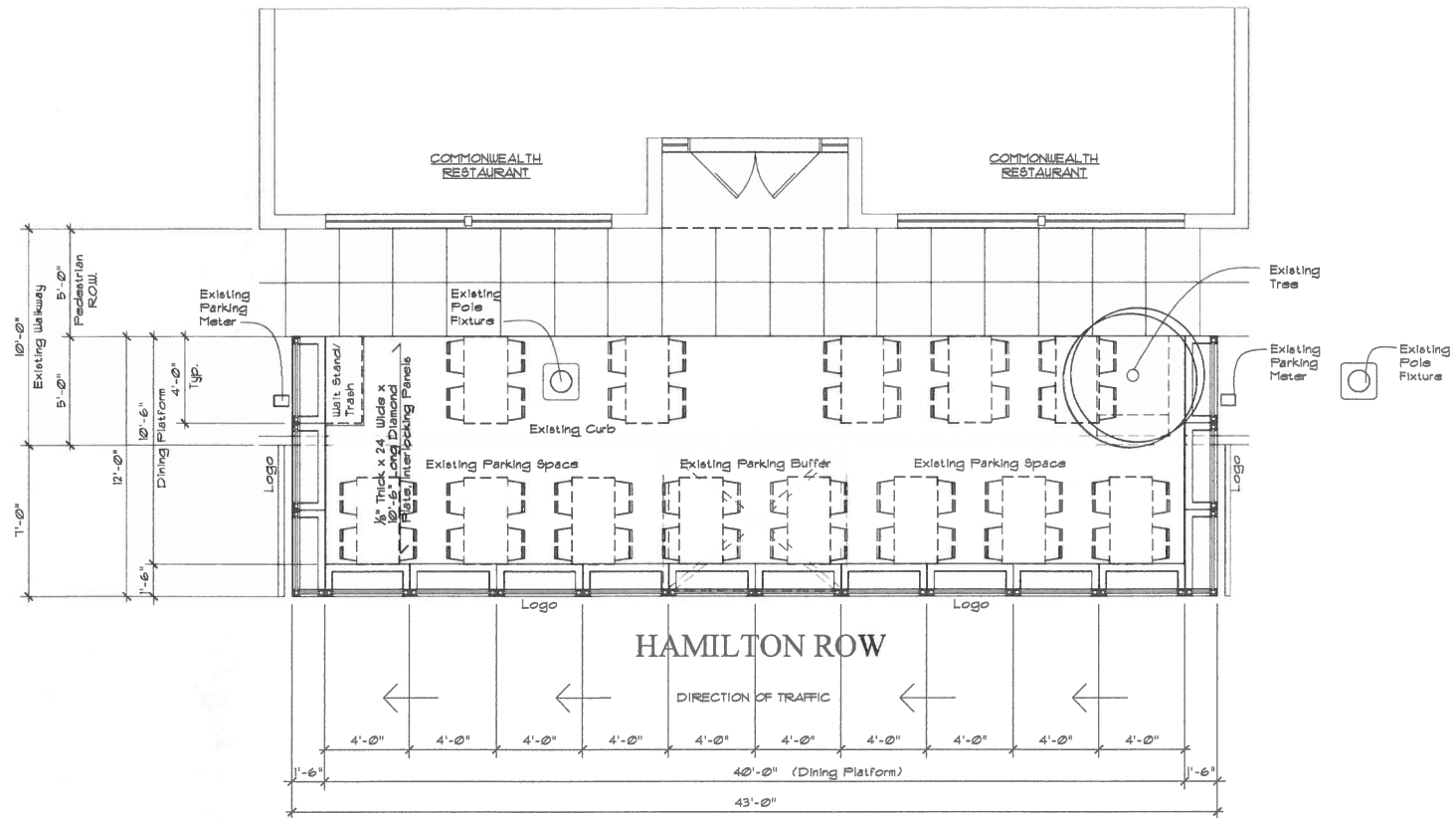


LOGO RAILING DETAIL

SCALE: 3" = 1'-0"

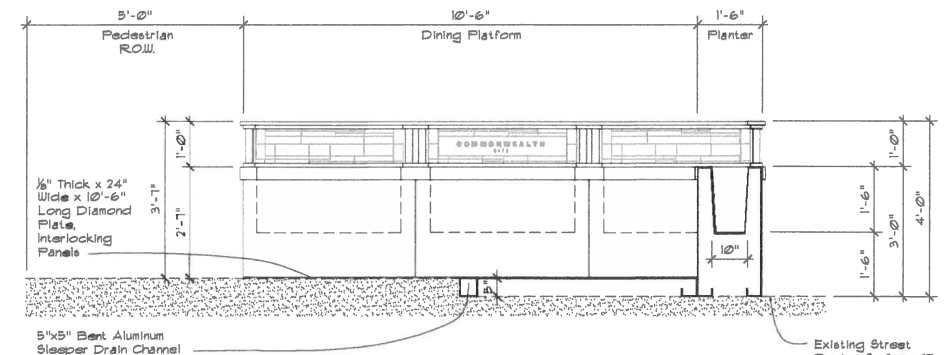
COMMONWEALTH CAFÉ

300 HAMILTON ROW



PROPOSED DINING PLATFORM

SCALE: 1/4" = 1'-0"



DINING PLATFORM SECTION

SCALE: 1/2" = 1'-0"



CITY OF BIRMINGHAM
Date 05/25/2017 10:21:46 AM
Ref 00138319
Receipt 374574
Amount \$100.00

Administrative Approval Application Planning Division

Form will not be processed until it is completely filled out

APPROVED

1. Applicant

Name: JOHNNY KARMO / MARKET SQUARE PROPERTIES
Address: 1964 SOUTHFIELD ROAD
BIRMINGHAM, MI 48009
Phone Number: 248-644-4641
Fax Number: 248-644-1849
Email: JKARMO@MARKETSQUARESTORES.COM

Property Owner

Name: JOHNNY KARMO / MARKET SQUARE PROPERTIES
Address: 1964 SOUTHFIELD ROAD
BIRMINGHAM, MI 48009
Phone Number: 248-644-4641
Fax Number: 248-644-1849
Email: JKARMO@MARKETSQUARESTORES.COM

2. Applicant's Attorney/Contact Person

Name: SAROKI ARCHITECTURE
Address: 430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
Phone Number: 248-258-5707
Fax Number: 248-258-5515
Email: VSAROKI@SAROKIARCHITECTURE.COM

Project Designer

Name: SAROKI ARCHITECTURE
Address: 430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
Phone Number: 248-258-5707
Fax Number: 248-258-5515
Email: VSAROKI@SAROKIARCHITECTURE.COM

3. Project Information

Address/Location of Property: 1964 SOUTHFIELD ROAD
BIRMINGHAM, MI 48009
Name of Development: MARKET SQUARE
Parcel ID #: 19-35-481-029, 19-35-481-030
Current Use: BUSINESS
Area in Acres: 0.172 ACRE + 0.310 ACRE = 0.482 ACRE TOTAL
Current Zoning: B-1, P

Name of Historic District site is in, if any: N/A
Date of HDC Approval, if any: N/A
Date of Application for Preliminary Site Plan: 06-20-2014
Date of Preliminary Site Plan Approval: 07-09-2014
Date of Application for Final Site Plan: 02-23-2015
Date of Final Site Plan Approval: 04-08-2015
Date of Revised Final Site Plan Approval: _____

4. Attachments

- Warranty Deed with legal description of property
- Authorization from Owner(s) (if applicant is not owner)
- Completed Checklist
- Material Samples
- Digital Copy of plans
- Two (2) folded copies of plans including an itemized list of all changes for which administrative approval is requested, with the changes marked in color on all elevations

5. Details of the Request for Administrative Approval

NORTH WALL WINDOWS TO BE REVISED PER SHEET A210, DATED 02-28-2017.

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 to the approved site plan.

Signature of Applicant: [Signature]

Date: 5/2/17

Application #: <u>17-0080 RB</u>	Office Use Only Date Received: <u>5/25/17</u>	Fee: <u>100</u>
Date of Approval: <u>6/23/17</u>	Date of Denial: _____	Reviewed by: <u>[Signature]</u>



CONSENT OF PROPERTY OWNER

I, JOHNNY KARMO / MARKET SQUARE PROPERTIES OF THE STATE OF MICHIGAN AND COUNTY OF
(Name of property owner)

OAKLAND STATE THE FOLLOWING:

1. That I am the owner of real estate located at 1964 SOUTHFIELD ROAD;
(Address of affected property)
2. That I have read and examined the Application for Administrative Approval made to the City of Birmingham by:
JOHNNY KARMO / MARKET SQUARE PROPERTIES;
(Name of applicant)
3. That I have no objections to, and consent to the request(s) described in the Application made to the City of Birmingham.

Dated: 5-2-17

Johnny Karmo
Owner's Name (Please Print)

[Signature]
Owner's Signature

LETTER OF TRANSMITTAL

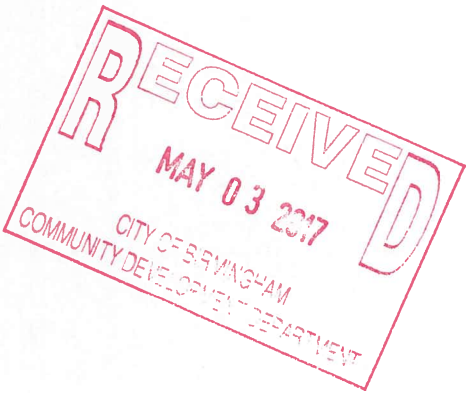
DATE: May 2, 2017

TO: Attn: Jana Ecker
Planning Department
City of Birmingham
151 Martin Street
Birmingham, MI 48009

FROM: Eavan Yaldo

RE: Market Square – 1964 Southfield Road

COPIES:	DATE:	DESCRIPTION:
1 (8.5x11)	05-02-2017	Administrative Approval Application
2 (24x36)	05-01-2017	Drawings submitted for Administrative Approval (sheets A100, A210)
1	05-02-2017	\$100 check for Administrative Approval fee



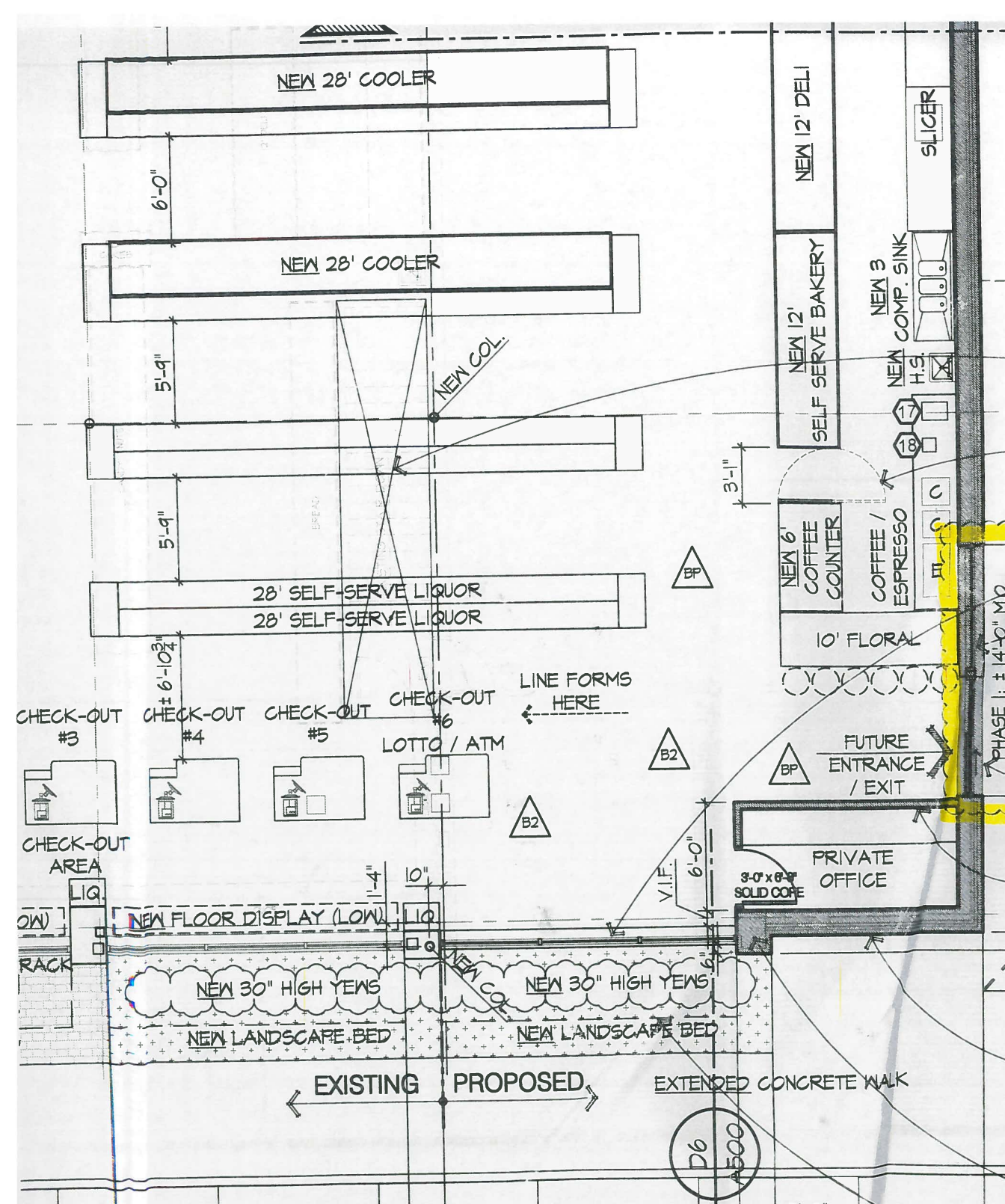
SEE SHEET A111 FOR PHASE 2 IMPROVEMENTS

THIS

ENT
ING

2)

BP



PAVILION AND FOUNTAIN SHOWN DASHED FOR CLARITY

FUTURE: PAVILION WITH WOOD & STEEL STRUCTURE AND COPPER ROOF, PROVIDE METAL MESH ENCLOSURE AT 3 SIDES AND RETRACTABLE OVERHEAD GATES AT OPENINGS

STOREFRONT WINDOWS TO MATCH EXISTING (ADJACENT) STOREFRONT WINDOWS, VERIFY ALL DIMENSIONS IN FIELD

FUTURE: HESS AMERICA: "RESIDENZA" RS200D DECORATIVE POLE MOUNTED LIGHT FIXTURE (TYP. FOR 2)

"HERCULITE: NATURA" #NT7712 MIDNIGHT BLUE FABRIC AT ENDS WITH #NT7738 BURLYWOOD AT CENTER, ON 1"Ø GALVANIZED STEEL FRAME. ALL METAL TO BE PAINTED MATTE BLACK. FABRIC TO BE LACED ONTO FRAME W/BLACK LACING CORD THRU BLACK 1"Ø GROMMETS TO MATCH EXISTING AWNINGS

FUTURE: REPLACE ALL WINDOWS WITH STANLEY "DURA-GLIDE 2000" AUTOMATIC SINGLE SLIDE DOOR AND NEW WINDOWS AS ILLUSTRATED

FUTURE: FOUNTAIN WITH STONE BASIN, AND BRICK AND STONE BASE

