

BIRMINGHAM CITY COMMISSION AGENDA
JANUARY 10, 2022
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

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

ANNOUNCEMENTS

- COVID-19 cases locally are the highest they have been since the beginning of the pandemic. Michigan and Oakland County continue to be at a high level of community transmission. As a result, the CDC recommends vaccinated and unvaccinated individuals wear a facemask indoors while in public. The City requires masks in City Hall for all employees, board and commission members, and the public. KN-95 respirators will be provided to everyone attending public meetings.

PROCLAMATIONS

- A. Proclamation honoring Norm and Bonnie LePage for their 37 years of stewardship of the former Grand Trunk Railroad Station building at 245 S. Eton, Birmingham, and the preservation of its unique architectural character.

APPOINTMENTS

- B. Triangle District
1. Timothy Baldwin

To concur in the Mayor's appointment of _____ to the Corridor Improvement Authority as a resident member to serve a four-year term to expire December 15, 2025.

To concur in the Mayor's appointment of _____ to the Corridor Improvement Authority as a resident member to serve the remainder of a four-year term to expire December 15, 2023.

To concur in the Mayor's appointment of _____ to the Corridor Improvement Authority as a resident member to serve the remainder of a four-year term to expire December 15, 2022.

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

V. CONSENT AGENDA

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

- A. Resolution to approve the City Commission Workshop meeting minutes of December 6, 2021.
- B. Resolution to approve the City Commission meeting minutes of December 6, 2021.
- C. Resolution to approve the City Commission meeting minutes of December 13, 2021.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated December 15, 2021, in the amount of \$707,870.44.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated December 22, 2021, in the amount of \$4,368,471.49.
- F. Resolution to approve the warrant list, including Automated Clearing House payments, dated January 5, 2022, in the amount of \$354,991.68.
- G. Resolution to set a public hearing date of February 14, 2022 to consider ordinance amendments to Article 4, Section 4.44, Outdoor Dining Standards, to remove temporary restrictions on outdoor dining patios in the public right-of-way, and to allow outdoor dining fixtures and furnishings to stay outside overnight.
- H. Resolution to set a public hearing date of February 14, 2022 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 211 Hamilton Row – Sybil – to allow the addition of a new food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations.
- I. Resolution to approve a 1 year agreement with the Michigan Department of Transportation (MDOT) for Governmental Agencies, and furthermore, to authorize James J. Surhigh, Consulting City Engineer, Lauren Wood, Director of DPS, and Scott Zielinski, Assistant City Engineer to apply to MDOT for the necessary Annual Permit, and other Individual Permits for work within the State Highway Right-of-Way on behalf of the City of Birmingham. In addition, to authorize the City Clerk to sign the certification of the Performance Resolution for Governmental Agencies form required for the Annual Permit on behalf of the City.
- J. Resolution to approve the contract Video Inspection – Old Woodward Phase 3, to the sole source provider, M-1 Studios for video inspection services in the amount not to exceed \$27,000.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in the following accounts as specified in the staff report.

- K. Resolution to meet on Monday, February 14, 2022 at 7:30 P.M. for the purpose of conducting the Public Hearing of Necessity for the SAD for properties within project area with sewer laterals meeting the requirements for replacement on Maple Road, between Bates Street and Pierce Street, and between Old Woodward Avenue and Woodward Avenue; and

If necessity is determined on February 14, 2022, to meet on Monday, February 28, 2022 at 7:30 P.M. for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the SAD for properties within the project area with sewer laterals meeting the requirements for replacement on Maple Road, between Bates Street and Pierce Street, and between Old Woodward Avenue and Woodward Avenue.

VI. UNFINISHED BUSINESS

None

VII. NEW BUSINESS

- A. Public Hearing - 298 S. Old Woodward – Daxton Hotel – Special Land Use Permit Amendment
1. Resolution to approve the Special Land Use Permit Amendment at 298 S. Old Woodward – Daxton Hotel – to allow the transfer of ownership of an existing liquor license.
- B. Resolution authorizing the City of Birmingham to apply for the Oakland County Parks and Recreation Park Improvements Grant Program for the maximum amount of \$100,000.
- C. Resolution to appoint _____ as the SEMCOG delegate and City Manager Thomas M. Markus as the SEMCOG alternate member to serve on behalf of the City of Birmingham.
- D. Resolution to direct the City Mayor to sign a written letter of intent to opt out of the Agreement between the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield which defines the sharing of expenses of maintaining, financing and operating the 48th District Court, and to define the appropriation of fines and costs assessed at the 48th District Court. This letter of intent, if confirmed by December 31, 2022, will cause the Agreement to cease existence at the conclusion of December 31, 2022, and will cause the City of Birmingham to revert to the status of a non-funding unit of the 48th District Court.
- E. Resolution to encourage City Manager Tom Markus to continue to explore the concept of an Emeritus Mayor's Club with those mayors who are interested in forming such an entity.
- F. Commission discussion on items from prior meeting
(none)
- G. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Board of Zoning Appeals
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

INFORMATION ONLY

XI. ADJOURN

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760
You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

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

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



MEMORANDUM

Clerk's Office

DATE: January 4, 2022

TO: Tom Markus, City Manager

FROM: Leslie Pielack, Museum Director

SUBJECT: Proclamation, Norm and Bonnie LePage

INTRODUCTION:

Restaurateurs Norm and Bonnie LePage acquired the former Grand Trunk Western Birmingham Railroad Station and have operated successive restaurants there for 37 years. During that time, they have worked to help preserve the building's historic character as part of Birmingham's important architectural legacy. On December 18, 2021, the LePages retired and closed the Big Rock Chophouse restaurant, which they opened in 1997. A proclamation would publicly acknowledge the LePages' commitment to historic preservation and their contribution to the city's architectural heritage.

BACKGROUND:

Since opening in 1931, the iconic slate-roofed Tudor Revival-style Birmingham Grand Trunk Western Railroad Birmingham Depot at 245 S. Eton has been an important Birmingham landmark. It is designated as a historic resource protected by city ordinance and is individually listed on the National Register of Historic Places.

Norm and Bonnie LePage have operated their award-winning enterprise, the Big Rock Chophouse, at the site since 1997. Previously, they operated Norman's Eton Street Station at the site since 1984. During that time, they have maintained the historic character of the building and celebrated its unique history.

In late 2021, the LePages decided to retire and close the Big Rock Chophouse on December 18, 2021. A public acknowledgement of their efforts will not only recognize their stewardship in the successful adaptive re-use of the building, but will thank them for their many years of prosperity and contribution to the community.

LEGAL REVIEW:

None.

FISCAL IMPACT:

None.

SUMMARY

A proclamation will acknowledge the importance of the LePages' preservation and adaptive re-use of the Grand Trunk Western Railroad Birmingham Station and will serve as public recognition of their long commitment to the community and Birmingham's architectural heritage.

ATTACHMENTS:

1. Proclamation Certificate

SUGGESTED ACTION:

Approve a proclamation for Norm and Bonnie LePage for their 37 years of stewardship of the former Grand Trunk Railroad Station building at 245 S. Eton, Birmingham, and the preservation of its unique architectural character.



Proclamation

WHEREAS, the City of Birmingham values the commitment and dedication of its residents and businesses to the preservation, adaptive re-use, and stewardship of our community's architectural legacy; and

WHEREAS, Since its establishment in 1931, the iconic slate-roofed Tudor Revival-style Birmingham Grand Trunk Railroad Station at 245 S. Eton has been an important historic landmark and has been designated as a historic resource protected by city ordinance and individually listed on the National Register of Historic Places (Site #85002148); and

WHEREAS, Restaurateurs Bonnie and Norm LePage have operated their award-winning enterprise, the Big Rock Chophouse, at the site since 1997, and previously from 1984 to 1997 as Norman's Eton Street Station; and

WHEREAS, The LePages have dedicated their efforts to preserving and maintaining the historic character of the building since that time and have acted as good stewards of the building; and

WHEREAS, The LePages have decided to retire from the restaurant business after 37 years, and have closed the doors of the Big Rock Chophouse as of December 18, 2021;

NOW THEREFORE, The Birmingham City Commission extends its appreciation and gratitude to Bonnie and Norm LePage for their years of success and dedication to the preservation of this unique and treasured building, and wishes to recognize them for their efforts with this official proclamation. We wish them all the best in their future endeavors.

*On behalf of the City Commission and the residents of
Birmingham on this 10th day of January 2022*

Therese Longe, Mayor



**NOTICE OF INTENTION TO APPOINT TO
BIRMINGHAM TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY**

At the regular meeting of Monday, January 10, 2022, the Birmingham City Commission intends to appoint to the Birmingham Triangle District Corridor Improvement Authority three members who are District residents or have an ownership or business interest in property located in the Development Area District to serve:

- one four-year term to expire December 15, 2025,
- one remainder of a four-year term to expire December 15, 2023, and
- one remainder of a four-year term expiring December 15, 2022.

Members shall be appointed by the Mayor, subject to approval by the City Commission.

Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than 1 of the members shall be a resident of the Development Area, or of an area within 1/2 mile of any part of the Development Area.

The authority shall operate to correct and prevent deterioration in business districts, to redevelop the City's commercial corridors and promote economic growth, pursuant to Act 280 of the Public Acts of Michigan, 2005, as amended.

Interested parties may recommend others or themselves for these positions by submitting a form available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, Dec. 8, 2021. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Must have an ownership or business interest in property located in the Development Area
Timothy Baldwin 1043 Chestnut	Resident of District or an area within 1/2 mile of any part of the development area
	Has ownership or business interest in property located in the Development Area

SUGGESTED COMMISSION ACTION:

To concur in the Mayor's appointment of _____ to the Corridor Improvement Authority as a resident member to serve a four-year term to expire December 15, 2025.

To concur in the Mayor's appointment of _____ to the Corridor Improvement Authority as a resident member to serve the remainder of a four-year term to expire December 15, 2023.

To concur in the Mayor's appointment of _____ to the Corridor Improvement Authority as a resident member to serve the remainder of a four-year term to expire December 15, 2022.

BIRMINGHAM TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY

Resolution # 11-363-08

The authority shall operate to correct and prevent deterioration in business districts, to redevelop the City's commercial corridors and promote economic growth, pursuant to Act 280 of the Public Acts of Michigan, 2005, as amended.

The Authority shall be under the supervision and control of the Board. The Board shall consist of the Mayor, or his or her assignee, and six additional members. Members shall be appointed by the Mayor, subject to approval by the City Commission. Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than 1 of the members shall be a resident of the Development Area, or of an area within 1/2 mile of any part of the Development Area.

Members shall be appointed to serve for a term of four years.

Upon completion of its purposes, the Authority may be dissolved by the City Commission. The property and assets of the Authority, after dissolution and satisfaction of its obligations, shall revert to the City.

Last Name Home Address	First Name	Home Business Fax E-Mail	Appointed	Term Expires
Baller 822 Shirley Birmingham	Clinton 48009	(248) 703-8365 <i>cballer@bhamgov.org</i>	11/8/2021 City Commission member (appointed by Mayor)	11/1/2023
Cantrick Jr. 774 Lakeside Birmingham	Kip 48009	248-540-3741 (248) 644-7622 <i>gcantrick@kipcantrickcompany.com</i>	1/28/2013 has an ownership or business interest in property located in the development area	12/15/2024
Guastello 347 Pine Ridge Bloomfield Hills	Thomas 48304	949-500-5566 <i>thomasguastello@aol.com</i>	8/9/2021 has ownership or business interest	12/15/2024

Last Name	First Name	Home Business Fax	Appointed	Term Expires
Oh 820 Hazel St Birmingham	Samuel 48009	(312)339-8309 <i>samuel.e.oh@gmail.com</i>	12/8/2020 Resident	12/15/2023
VACANT				12/15/2022
VACANT				12/15/2025
VACANT				12/15/2023



OFFICE USE ONLY	
Meets Requirements?	<u>Yes</u> No
<u>Will Attend</u> / Unable to Attend	

APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest	<u>Corridor Improvement Authority</u> - Triangle Corridor
Specific Category/Vacancy on Board	<u>Resident Representative</u> (see back of this form for information)
Name	<u>Timothy Baldwin</u>
Residential Address	<u>1043 Chestnut</u>
Residential City, Zip	<u>Birmingham 48009</u>
Business Address	
Business City, Zip	
Phone	<u>248-837-9293</u>
Email *	<u>timbaldwin1969@gmail.com</u>
Length of Residence	<u>15 years</u>
Occupation	<u>Advertising</u>

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

I'm passionate about the city of Birmingham. My degree in College was Public Resource Management (MSU)

List your related employment experience Project Management

List your related community activities Unofficial "Block Captain" of Chestnut + Hazel Street. Organizer of Annual Block Party

List your related educational experience B.S. - Public Resource mgt, Michigan State University

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

NONE - ZERO

Do you currently have a relative serving on the board/committee to which you have applied? NO

Are you an elector (registered voter) in the City of Birmingham? Yes

[Signature]

10-27-21

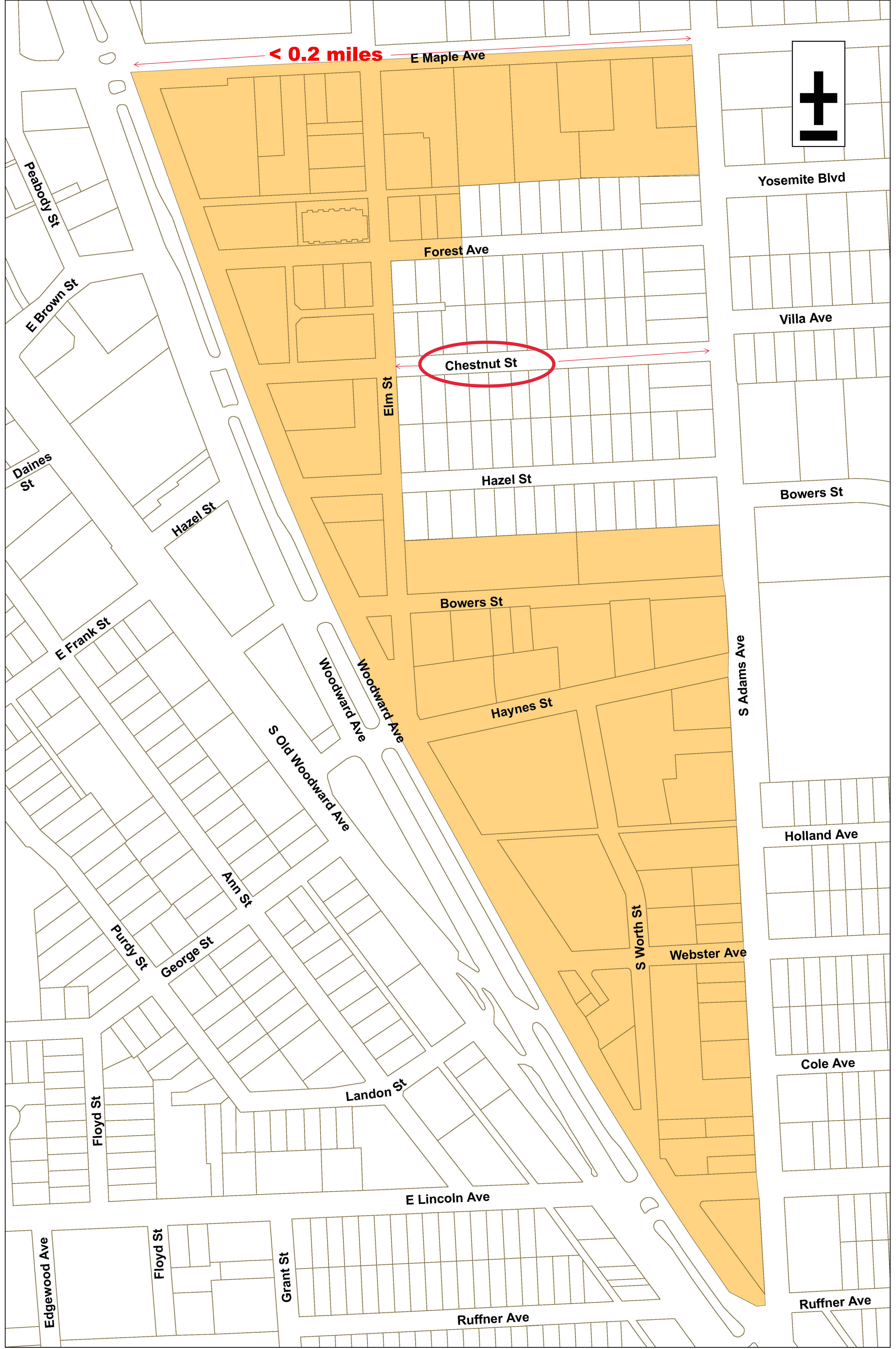
Signature of Applicant

Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080.

Updated 11/18/2020

*By providing your email to the City, you agree to receive news & notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.



CITY OF BIRMINGHAM
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION ESTABLISHING
CORRIDOR IMPROVEMENT AUTHORITY
AND DESIGNATION OF DEVELOPMENT AREA

Minutes of a regular meeting of the City Commission of the City of Birmingham, County of Oakland, Michigan, held in the City Hall on the 10th day of November, 2008, at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Mayor Sherman, Mayor Pro Tem Hoff, Commissioners Carney, Dilgard, McDaniel, Moore, and Rinschler

ABSENT: None

The following preamble and resolution were offered by Commissioner McDaniel and supported by Commissioner Rinschler:

WHEREAS, the City of Birmingham (the "City"), is authorized by the provisions of Act 280, Public Acts of Michigan, 2005, as amended ("Act 280"), to create a corridor improvement authority; and

WHEREAS, the City Commission held a public hearing on August 25, 2008 pursuant to Act 280 in connection with the establishment of a corridor improvement authority and the designation of the proposed development area; and

WHEREAS, at least 60 days have passed since the public hearing; and

WHEREAS, the City Commission intends to proceed with the establishment of a corridor improvement authority.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Determination of Necessity; Purpose. The City Commission hereby determines that it is necessary for the best interests of the public to create a public body corporate which shall operate to correct and prevent deterioration in business districts, to redevelop the City's commercial corridors and promote economic growth, pursuant to Act 280 of the Public Acts of Michigan, 2005, as amended.

2. Definitions. The terms used in this resolution shall have the same meaning as given to them in Act 280 or as hereinafter in this section provided unless the context clearly indicates to the contrary. As used in this resolution:

"Authority" means the [Birmingham Triangle District Corridor Improvement Authority] created by this resolution.

"Act 280" means Act No. 280 of the Public Acts of Michigan of 2005, as amended.

"Board" or "Board of Directors" means the Board of Directors of the Authority, the governing body of the Authority.

"Chief Executive Officer" means the Mayor of the City.

"City" means the City of Birmingham, Oakland County, Michigan.

"City Commission" means the City Commission of the City of Birmingham.

"Development Area" means the development area designated by this resolution, as now existing or hereafter amended, and within which the Authority shall exercise its powers.

3. Creation of Authority. There is hereby created pursuant to Act 280 a Corridor Improvement Authority for the City. The Authority shall be a public body corporate and shall be known and exercise its powers under title of the **BIRMINGHAM TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY**. The Authority may adopt a seal, may sue and be sued in any court of this State and shall possess all of the powers necessary to carry out the purposes of its incorporation as provided by this resolution and Act 280. The enumeration of a power in this resolution or in Act 280 shall not be construed as a limitation upon the general powers of the Authority.

4. Termination. Upon completion of its purposes, the Authority may be dissolved by the City Commission. The property and assets of the Authority, after dissolution and satisfaction of its obligations, shall revert to the City.

5. Description of Development Area. The Development Area shall consist of the territory in the City described in Exhibit A, attached hereto and made a part hereof, subject to such changes as may hereinafter be made pursuant to this resolution and Act 280.

6. Board of Directors. The Authority shall be under the supervision and control of the Board. The Board shall consist of the Chief Executive Officer, or his or her assignee, and six additional members. Members shall be appointed by the Chief Executive Officer, subject to approval by the City Commission. Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than 1 of the members shall be a resident of the Development Area, or of an area within 1/2 mile of any part of the Development Area. Members shall be

appointed to serve for a term of four years, except that of the members first appointed, an equal number, as near as is practicable, shall be appointed for terms of 1 year, 2 years, 3 years, and 4 years. A member shall hold office until the member's successor is appointed and qualified. Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office. An appointment to fill a vacancy shall be made by the Chief Executive Officer for the unexpired term only. Members of the Board shall serve without compensation, but shall be reimbursed for actual and necessary expenses. The Chairperson of the Board shall be elected by the Board. The Board shall adopt Bylaws governing its procedures subject to the approval of the City Commission.

In the event that the Board determines to employ a Director of the Authority, such Director shall furnish a bond in the penal sum of One Thousand Dollars (\$1,000) payable to the Authority for use and benefit of the Authority and shall file the same with the City Clerk of the City.

7. Powers of Authority. Except as specifically otherwise provided in this resolution, the Authority shall have all powers provided by law subject to the limitations imposed by law and herein.

8. Fiscal Year; Adoption of Budget.

(a) The fiscal year of the Authority shall begin on July 1st of each year and end on June 30th, or such other fiscal year as may hereafter be adopted by the City Commission.

(b) The Board shall prepare annually a budget and shall submit it to the City Commission for approval in the manner and at the time, and which budget shall contain the information, required of municipal departments. The Board shall not finally adopt a budget for any fiscal year until the budget has been approved by the City Commission.

(c) The Authority shall submit financial reports to the City Commission at the same time and on the same basis as departments of the City are required to submit reports. The Authority shall be audited annually by the same independent auditors auditing the City and copies of the audit report shall be filed with the City Commission.

9. Section Headings; Severability; Repealer. Section headings are provided for convenience only and are not intended to be part of this resolution. If any portion of this resolution shall be held to be unlawful, the remaining portions shall remain in full force and effect. All resolutions and parts of resolutions in conflict herewith are hereby repealed.

10. Publication, Recording and Filing. This resolution shall be published once after its adoption in full in the *Birmingham Eccentric*, a newspaper of general circulation in the City of Birmingham and the City Clerk shall file a certified copy of the resolution with the Michigan Secretary of State promptly after its adoption.

11. Effective Date. This resolution shall take effect immediately upon its publication.

12. Conflict and Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Mayor Sherman, Mayor Pro Tem Hoff, Commissioners Carney, Dilgard, McDaniel, Moore, and Rinschler

NAYS: None

RESOLUTION DECLARED ADOPTED.

Laura M Bushi
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Birmingham, County of Oakland, State of Michigan, at a regular meeting held on November 10, 2008, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Laura M Bushi
City Clerk



**Birmingham City Commission - Special Workshop Meeting Minutes
Monday, December 6, 2021**

6:00 p.m.

Municipal Building, 151 Martin

Vimeo Link: <https://vimeo.com/648857629>

Workshop Session

This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is to participate in a discussion regarding Wayfinding.

I. Call to Order

Therese Longe, Mayor

II. Roll Call

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Longe
Mayor Pro Tem Boutros
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner McLain
Commissioner Schafer

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Assistant City Manager Ecker, Birmingham Shopping District Director Kammer

III. Presentation & Discussion

CM Markus introduced the item. BSDD Kammer and ACM Ecker presented the item.

In reply to Commission inquiries, BSDD Kammer explained:

- The extant wayfinding will likely only require minor changes, like updating 'Gallery Row' to better reflect what is now in that location;
- The City has different brand schemes and allowing those to be harmonized by the Committee would be a boon to the City; and,
- Recommendations for wayfinding updates and a site feature at Daines and S. Old Woodward could be offered in March 2022.

In reply to Commission inquiries, CM Markus explained:

- Previously, the City did not methodically establish its brand, and should now let the AHGWC (AHGWC)

- come back with branding and logo recommendations to allow the Commission to review and choose;
- The Commission should direct the rebranding committee to re-evaluate the two logo studies that were already done and to return with recommendations; and,
- Allowing public art in Birmingham to change every so often is also part of the City's brand.

Commissioners spoke about electronic art and other ways of refreshing murals and public art in the City.

ACM Ecker said the information was being pulled together from the two logo studies for re-evaluation.

Commissioner Baller recommended:

- Communications Director Gamboa be added to the AHGWC;
- The Birmingham logo be redesigned and settled on at the beginning of the wayfinding process;
- A banner over the main road be used in the central business district to announce events; and,
- NEXT receive a sign on Maple that describes their programming.

Mayor Longe said:

- There is a lot of already useful practices in the City and there is a way to undertake the process nimbly without redoing everything; and,
- The branding needs to be done with a focus on the community as a whole, inclusive of schools, parks, neighborhoods, family-friendliness, walkability, and other aspects. She cautioned that the rebranding should not just be done with a focus on the commercial and business aspects of the City.

Commissioner Haig said he wanted the scope of the rebranding process made clear.

Commissioner Schafer said the rebranding could occur a bit at a time. She was supportive of the City considering signage for neighborhoods.

Commissioner Haig said he liked the 'B' on the 2040 Plan as a possible logo.

Mayor Longe noted that there was also some community support for the Marshall Fredericks statue as a logo.

A number of Commissioners offered support for the proposed wayfinding and branding initiatives.

IV. Public Comment

Douglas Fehan, Chair of the proposed AHGWC, said:

- Logos and rebranding initiatives should be based on science and data, not community preference;
- The logo proposal for the City developed with McCann (formerly McCann Erickson) was excellent; and,
- The AHGWC will educate the Commission on the function of logos and the rationale behind its logo and rebranding recommendations.

V. Adjourn

Mayor Longe adjourned the meeting at 6:58 p.m.

Birmingham City Commission Minutes
December 6, 2021
7:30 p.m.
Municipal Building, 151 Martin
Vimeo Link: <https://vimeo.com/648857629>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Longe
Mayor Pro Tem Boutros
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner McLain
Commissioner Schafer

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Assistant City Manager Ecker, Finance Director Gerber, City Attorney Kucharek, Department of Public Services Director Wood

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

- A moment of silence was observed in remembrance of the lives lost and altered as a result of the November 30, 2021 shooting at Oxford High School.
- COVID-19 cases COVID-19 cases locally are the highest they have been since the beginning of the pandemic. Michigan and Oakland County continue to be at a high level of community transmission. As a result, the CDC recommends vaccinated and unvaccinated individuals wear a facemask indoors while in public. The City requires masks in City Hall for all employees, board and commission members, and the public. Please visit the CDC's website on how to safely celebrate the holidays and for more COVID-19 information.
- Mayor Pro Tem Boutros' Birthday.

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

Dan Marsh, Executive Director at the Birmingham YMCA, greeted the new Commissioners, invited the Commissioners to visit, and provided an update on the YMCA's operations.

V. CONSENT AGENDA

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

12-306-21 Consent Agenda

The following items were pulled from the Consent Agenda:

Commissioner Host: Item A – City Commission Meeting Minutes of November 22, 2021
Commissioner Haig: Item D – Set Public Hearing for 298 S. Old Woodward – Daxton Hotel –
Special Land Use Permit Amendment
Item E – Lease Agreement – 35046 Woodward Ave. (Formerly Alban’s
Bottle & Basket)
Item I – Park Street Parking Structure Elevator Repair

MOTION: Motion by Commissioner Baller, seconded by Mayor Pro Tem Boutros:
To approve the Consent Agenda with the exception of Items A, D, E and I.

ROLL CALL VOTE: Ayes, Commissioner Baller
Mayor Pro Tem Boutros
Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated November 24, 2021, in the amount of \$2,211,260.33.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated December 1, 2021, in the amount of \$167,982.15.
- F. Resolution approving Dynamic Systems, Inc. be awarded the “Power Washing Sidewalks in Downtown Birmingham 2022-2024” contract for a total project cost not to exceed \$66,300.00. Funds are available from the Birmingham Shopping District Maintenance account #247-748.000-935.0200, and the Parks Other Contractual Services account #101-751.000-811.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of the required insurance coverage.
- G. Resolution to install a No Parking from 7 a.m. to 5 p.m., Permit Exempt zone for School Days on Bird Ave. from Pierce to Edgewood. Further, to direct the Chief of Police and the City Clerk to sign the traffic control order on behalf of the City.
- H. Resolution to reschedule the October 10, 2022 joint meeting of the Birmingham City Commission and Planning Board to a new date of November 21, 2022.

12-307-21 (Item A) City Commission Meeting Minutes of November 22, 2021

Commissioner Host said that on page seven, second paragraph from the bottom, it should read "Fremont Scott", not "Scott Fremont".

MOTION: Motion by Commissioner Host, seconded by Mayor Pro Tem Boutros:
To approve the City Commission meeting minutes of November 22, 2021.

VOICE VOTE: Ayes, Commissioner Host
Mayor Pro Tem Boutros
Commissioner McLain
Commissioner Schafer
Mayor Longe
Commissioner Haig
Commissioner Baller

Nays, None

12-308-21 (Item D) Set Public Hearing for 298 S. Old Woodward – Daxton Hotel – Special Land Use Permit Amendment

In reply to Commissioner Haig, CA Kucharek confirmed this potential liquor license transfer would only be a legal ownership change and would not alter the operations, licensing, or function of the Daxton.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Baller:
To set a public hearing date of January 10, 2022 to consider the Special Land Use Permit Amendment at 298 S. Old Woodward – Daxton Hotel – to allow the transfer of ownership of an existing liquor license.

VOICE VOTE: Ayes, Commissioner Haig
Commissioner Baller
Mayor Pro Tem Boutros
Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe

Nays, None

12-309-21 (Item E) Lease Agreement – 35046 Woodward Ave. (Formerly Alban's Bottle & Basket)

Commissioner Haig recommended that the lease agreement factor in an adjustment for inflation. He explained that could be done with a year-by-year adjustment, which he cautioned might be onerous, a five-year adjustment with either an absolute number or a round-up number, or selecting a standard percentage for interest.

CA Kucharek stated that inflation was considered as part of the proposed increase in the lease rates. She said the lease rates were also factored in fairness to the lessor, to ensure that the lessor would not be paying significantly more for these parking spaces than other lessors do in the City. She noted that this

lease would not be precedential since the City leasing just parking spaces to a lessor is a relatively rare occurrence.

CM Markus noted that the lease also grants the City the right to enter the property if necessary to conduct work on the Water Tower or surrounding areas.

Commissioner Baller said the escalations proposed in the contract largely correlated with inflation. He said that while he was in favor of tying City contracts to inflation and other relevant indices, he did not think that in this case the difference between the escalations proposed in this contract and inflation was worth a renegotiation.

MOTION: Motion by Commissioner Baller, seconded by Mayor Pro Tem Boutros:
To approve the lease agreement between the City and Water Tower Properties and authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.

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

Nays, Commissioner Haig

12-310-21 (Item I) Park Street Parking Structure Elevator Repair

Commissioner Haig noted this repair stemmed from the need to replace obsolete equipment. He asked if the equipment in the rest of the parking structures would be evaluated for similar issues, so that work in the parking structures could be preventative.

CM Markus confirmed that the new Parking Manager would be keeping an eye on things like obsolescence of equipment, and that preventative maintenance should become much more frequent than emergency repairs.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Host:
To confirm the City Manager's authorization for the emergency expenditure related to the repair of the Park Street Structure elevator by KONE Elevator for a cost not to exceed \$22,765.00 to be charged to the Automobile Parking System Fund, Park Parking Structure Elevator Maintenance account #585-538.003-930.0200.

ROLL CALL VOTE: Ayes, Commissioner Haig
Commissioner Host
Mayor Longe
Commissioner Baller
Mayor Pro Tem Boutros
Commissioner McLain
Commissioner Schafer

Nays, None

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

12-311-21 Public Hearing – Wall Art – Request to Continue

Mayor Longe stated the Commission received a request for this item to be postponed to the City Commission meeting of December 13, 2021.

The Mayor opened the public hearing at 7:56 p.m.

Public Comment

David Bloom spoke in favor of trying wall art in the community, noting that the rules could always be modified or rolled back if desired.

The Mayor closed the public hearing at 7:59 p.m.

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Schafer:
To continue the public hearing to consider ordinance amendments to Article 7, Section 7.41-7.46-Processes, Permits, and Fees & Article 9, Section 9.02 Definitions of the Zoning Ordinance to create a wall art definition and review process to the City Commission meeting of December 13, 2021.

VOICE VOTE: Ayes, Mayor Pro Tem Boutros
Commissioner Schafer
Commissioner Haig
Commissioner Host
Mayor Longe
Commissioner Baller
Commissioner McLain

Nays, None

12-312-21 Public Hearing – 203 Pierce Street – Toast – Special Land Use Permit Amendment, Final Site Plan and Design Review

The Mayor opened the public hearing at 8:00 p.m.

Mayor Longe stated the Commission received a request for this item to be postponed to the City Commission meeting of December 13, 2021.

The Mayor closed the public hearing at 8:01 p.m.

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Schafer:
To continue the public hearing to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 203 Pierce Street – Toast – to amend the hours of operation to the City Commission meeting of December 13, 2021.

VOICE VOTE: Ayes, Mayor Pro Tem Boutros
Commissioner Schafer

Commissioner Haig
Commissioner Host
Mayor Longe
Commissioner Baller
Commissioner McLain

Nays, None

12-313-21 Public Hearing – 2022-2023 Community Development Block Grant Application

The Mayor explained the procedures to be followed for the public hearing and opened the public hearing at 8:01 p.m.

Seeing no public comment, the Mayor closed the public hearing at 8:02 p.m.

MOTION: Motion by Commissioner Host, seconded by Mayor Pro Tem Boutros:
To approve the Program Year 2022 Community Development Block Grant application with the following projects and respective allocations:

	<u>APPROVED</u> <u>2022-2023**</u>
i. Public Services – Yard Services	\$7,573
ii. Public Services – Senior Services	3,500
iii. Remove Architectural Barriers – Museum Park	<u>25,839</u>
TOTAL	<u>\$36,912</u>

** (TO BE DETERMINED BY THE CITY COMMISSION AT THE DECEMBER 6, 2021 MEETING); and authorize the mayor to sign the application, conflict of interest certification, subrecipient agreement (when available), and other documents resulting from this application on behalf of the City and submit the documents to Oakland County.

ROLL CALL VOTE: Ayes, Commissioner Host
Mayor Pro Tem Boutros
Commissioner Schafer
Commissioner Haig
Mayor Longe
Commissioner Baller
Commissioner McLain

Nays, None

Commission discussion on items from prior meeting

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

12-314-21 Delay Entering Closed Session Pursuant Until Other Agenda Items are Complete

MOTION: Motion by Commissioner Haig, seconded by Commissioner Baller:
To delay meeting in closed session to discuss Agenda Item F until other agenda items are complete in order to avoid inconveniencing members of the public.

VOICE VOTE: Ayes, Commissioner Haig
Commissioner Baller
Mayor Pro Tem Boutros
Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe

Nays, None

12-315-21 Closed Session Pursuant to the OMA at MCL §15.268(e)

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

MOTION: Motion by Commissioner Baller, seconded by Mayor Pro Tem Boutros:
To meet in closed session to discuss pending litigation pursuant to MCL § 15.268(e) of the Open Meetings Act.

ROLL CALL VOTE: Ayes, Commissioner Baller
Mayor Pro Tem Boutros
Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

City Attorney Kucharek provided an explanation of the function of a closed session.

The Commission went into closed session at 8:54 p.m.

The Commission reconvened into open session at 9:58 p.m.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Multi-Modal Transportation Board

- 2. Public Arts Board
- 3. Cablecasting Board
- 4. Stormwater Utility Appeals Board
- B. Commissioner Comments

Mayor Pro Tem Boutros commended two Birmingham residents for winning the 3.5 age 40-and-older men's United States Tennis Association national championship.

Commissioner Host commended Chief Clemence for his letter to the Birmingham Schools community and for his approach to working with Birmingham residents.

Other Commissioners concurred with Commissioner Host.

- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Plante Moran Ice Arena Update & Project Recap

DPSD Wood introduced the item.

Robert Stempien of Plante Moran Cresa presented the item.

Commissioner Baller thanked Mr. Stempien for his work on the project and said he was pleased with the results.

Commissioner Schafer said she spends three days a week at the Ice Arena with her son and said that after time spent at other municipalities' ice arenas during the construction her family was glad to be back at their home rink. She reported that the party room in the Ice Arena has also been receiving consistent bookings.

Mayor Longe said she had received positive feedback on the Ice Arena updates from a number of residents who are also members of the hockey community. She thanked Mr. Stempien, DPSD Wood, and the DPS Staff for their work on the Ice Arena project, the community members who lobbied in support of the updates to the Ice Arena, and all those who voted to fund the updates to the Ice Arena via the Park Bond.

CM Markus said there would be a family-oriented open house for the Ice Arena sometime after the first of the year. He said Birmingham was lucky to have the updated Ice Arena in the community and said the team from Plante Moran Cresa did a beautiful job.

2. Administering a Foundation or Charity

CA Kucharek said she was available to answer any questions that arose from her submitted report on this item.

CM Markus explained he had asked CA Kucharek to offer her legal opinion about Birmingham potentially administering a non-profit foundation or charity after reading in a recent news article that Royal Oak would be doing so. He said his initial impression was that it was not appropriate for Birmingham to pursue, and that CA Kucharek's findings aligned with his own impression.

In reply to Mayor Longe, CM Markus said he would clarify how the Friends of the Baldwin Public Library was structured.

3. Commissioner Attendance at Various Advisory Boards and Committees

CM Markus introduced the item and CA Kucharek presented the item.

CM Markus said he would offer policy recommendations for the Commission to consider in the near future. He said the recommendations would be based off CA Kucharek's findings.

In reply to Commissioner McClain, CM Markus said the policy recommendation would likely include a way for the Commission to make an exception to the rules as well should it be deemed appropriate.

Commissioner Baller said the Commissioners should be briefed on:

- Which meetings could be accessed via which media; and,
- The technical information the Commissioners might need to avoid running afoul of a potential policy.

INFORMATION ONLY

XI. ADJOURN

Mayor Longe adjourned the meeting at 9:58 p.m.

Birmingham City Commission Minutes
December 13, 2021
7:30 p.m.
Municipal Building, 151 Martin
Vimeo Link: <https://vimeo.com/653939970>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Longe
Mayor Pro Tem Boutros
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner McLain
Commissioner Schafer

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Senior Planner Cowan, Assistant City Manager Ecker, Finance Director Gerber, City Attorney Kucharek, Assistant City Engineer Zielinski

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

- The Mayor shared the Commission's support for all those affected by the tornadoes that occurred across six states on December 10, 2021 and December 11, 2021.
- COVID-19 cases locally are the highest they have been since the beginning of the pandemic. Michigan and Oakland County continue to be at a high level of community transmission. As a result, the CDC recommends vaccinated and unvaccinated individuals wear a facemask indoors while in public. The City requires masks in City Hall for all employees, board and commission members, and the public. Please visit the CDC's website on how to safely celebrate the holidays and for more COVID-19 information.

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

V. CONSENT AGENDA

All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a

commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

12-316-21 Consent Agenda

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Baller:
To approve the Consent Agenda.

ROLL CALL VOTE: Ayes, Mayor Pro Tem Boutros
Commissioner Baller
Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

- Minutes for the December 6, 2021 workshop and regular meeting will be included in the January 10, 2022 meeting consent agenda for approval.
- A. Resolution to approve the warrant list, including Automated Clearing House payments, dated December 8, 2021, in the amount of \$578,072.41.
- B. Resolution to set a public hearing date of January 24, 2022 to consider updates to Birmingham's Corridor Improvement Authority Development and TIF Plan.
- C. Resolution to authorize the City Clerk to complete the Local Government Approval Notice at the request of Sushi Japan, Inc. approving the liquor license request of Sushi Japan, Inc. requesting a Redevelopment Quota Class C and SDM liquor license to be issued pursuant to MCL 436.1521 a(1)(b) with Sunday Sales (AM/PM) located at 176 S Old Woodward, Birmingham, Oakland County, MI 48009.
- D. Resolution to allow the IT department to purchase the renewal of 9 licenses of Adobe Creative Cloud from CDWG for a total purchase price of \$8,443.26 using funds available in the IT computer software account 636-228.000-742.0000.
- E. Resolution to release one grave in section B, row 2-A, for the family in an "at need" situation to purchase another plot adjacent to their existing family plots.

VI. UNFINISHED BUSINESS

12-317-21 Public Hearing – Wall Art – Ordinance Amendment

The Mayor opened the public hearing at 7:35 p.m.

SP Cowan summarized the item.

Seeing no public comment, the Mayor closed the public hearing at 7:37 p.m.

In reply to Commission comment, SP Cowan confirmed:

- Proposed wall art on private property would be reviewed by the Public Arts Board (PAB) and the Design Review Board (DRB) but not by the Commission;
- Proposed art on public property would be reviewed by the PAB and the Commission;

CM Markus advised the Commission against getting involved in the review process for wall art on private properties. In reply to a comment by Commissioner Baller, CM Markus noted that the authority to decide on design issues on private properties was ceded to the DRB years ago. CM Markus stated the Commission does not have enough time to review all the design issues, including wall art, that come before the DRB.

CA Kucharek concurred with CM Markus.

Mayor Longe noted that the matter of potentially objectionable material was considered as part of devising the proposed wall art policy.

Both CM Markus and Mayor Longe noted that not every resident would have to be in favor of a proposed wall art piece in order for it to be approved or worthwhile.

CM Markus noted that art should engender discourse.

Mayor Longe noted that just like the public would not prevent a building owner from using a specific awning striping, for example, the public would not prevent a building owner from installing wall art on the side or the rear of their building. She noted that power would rest with the DRB, and that the DRB has tended to be conservative in their design decisions.

Commissioner Haig recommended that the lighting of the wall art at night be considered as part of wall art reviews.

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Host:
To adopt an ordinance to amend Article 7, Section 7.41-7.46 – Processes, Permits, and Fees & Article 9, Section 9.02 Definitions of the Zoning Ordinance to create a wall art definition and review process.

Mayor Pro Tem Boutros commended all involved in creating the wall art definition and review process.

VOICE VOTE: Ayes, Mayor Pro Tem Boutros
Commissioner Host
Mayor Longe
Commissioner Haig
Commissioner Baller
Commissioner McLain
Commissioner Schafer

Nays, None

12-318-21 Public Hearing – 203 Pierce Street – Toast – Special Land Use Permit Amendment, Final Site Plan and Design Review

The Mayor opened the public hearing at 7:53 p.m.

SP Cowan introduced the item.

Kelly Allen, attorney, spoke on behalf of the owner of Toast.

Seeing no public comment, the Mayor closed the public hearing at 7:56 p.m.

CM Markus noted that if the Special Land Use Permit (SLUP) amendment were granted, Toast would still activate the street during the morning and early afternoon, whereas many other operators activate the street only in the evening.

CM Markus also said it might be worth encouraging operators to enter into leases or agreements to share their outdoor dining spaces with nearby operators if they are not using the spaces for parts of the day. He said that could help keep streets activated consistently throughout the day. He said that could be stipulated as part of the licensing process.

Commissioner Baller noted that those outdoor dining spaces could possibly be used for purposes other than dining.

Mayor Pro Tem Boutros stated that some prior Commissioners wanted Toast to remain open for evening hours in order to meet the requirements of the SLUP, to maintain the activation of the street, and to meet the requirements of the ordinance. He explained that requiring every bistro to be open all day may not be appropriate, but that he did not want to set a negative precedent if Toast were permitted to only be open for breakfast and lunch.

Mayor Longe noted the Commission was able to handle a similar situation with the required nuance in the case of Whistle Stop, and expressed her confidence the Commission could do the same again if desired.

Commissioner Baller noted that while 'activating the street' is often described by Commissioners and board members as the foundational reason for creating the bistro ordinance, the ordinance does not actually mention activation of the street. He explained the original goal of said ordinance was to create smaller restaurants and to create a more diverse mix of restaurants. He explained that was important since discussions regarding bistros frequently focus on whether a given bistro will sufficiently 'activate the street' in order to comply with the ordinance, when in fact that was not the ordinance's purpose.

CM Markus confirmed Commissioner Baller's explanation of why the bistro ordinance was created.

Commissioner McLain expressed concern that Toast violated its SLUP in its decision to stop serving dinner without the concurrence of the Commission. She said that issue needed to be addressed.

Mayor Longe noted:

- Many bistros operate for seven or eight hours in the evenings, and Toast would operate for the same length of time, just in the mornings;
- There are three other bistros on the street that activate the street during dinner hours;
- Toast fills a niche in terms of morning and afternoon dining;
- No other bistros are required to be open for 16 hours per day; and,
- Permitting Toast to be closed in the evenings could help free up parking in the area for the other restaurants that are open.

The Mayor continued that she was concerned about the size of Toast's outdoor dining platform given that it would be vacant in the evening hours. She also noted Commissioner McLain's comment about Toast's violation of its SLUP. The Mayor said the Commission could choose to allow Toast to only be open for

breakfast and lunch without setting a precedent, as was done for Whistle Stop. She asked Ms. Allen or the owner of Toast to reply to the concerns about the platform.

Ms. Allen said Regan Bloom, the owner of Toast, would consider potentially entering into an agreement with another operator for the use of Toast's platform when Toast is closed.

CA Kucharek stated she was not concerned that modifying Toast's SLUP in this case would cause some potential harm to the City in the future. She noted that each SLUP is created based on an establishment's specific circumstances.

In reply to Commissioner Schafer, SP Cowan stated that Toast was one of the only establishments that had hours of operation specified in their SLUP agreement.

Commissioner Host noted Toast was having difficulties maintaining its evening hours prior to the Covid-19 pandemic, that it tried to maintain its evening hours in earnest and was not able to, and that there is already activation on the street from other establishments. He said he did not believe Toast should be forced to maintain its evening hours.

MOTION: Motion by Commissioner Host, seconded by Commissioner Baller:
To approve the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 203 Pierce Street – Toast – to amend the hours of operation.

Commissioner Schafer stated that an amendment to Toast's hours should not be taken as a general precedent for other bistros, since each bistro is granted a SLUP based on its particular circumstances.

Mayor Pro Tem Boutros requested that Toast try and find a use for its platform during summer evenings.

The Mayor said that request would be more appropriate during a future conversation.

VOICE VOTE: Ayes, Mayor Pro Tem Boutros
Commissioner Host
Mayor Longe
Commissioner Haig
Commissioner Baller
Commissioner Schafer

Nays, Commissioner McLain

VII. NEW BUSINESS

12-319-21

48th District Court FY 2022 Budget

FD Gerber and CM Markus introduced the item.

CA Kucharek clarified that Bloomfield Hills voted in October 2021 for their participation in the Interlocal Agreement to end December 31, 2021.

CM Markus stated he and CA Kucharek did not believe that Bloomfield Hills met the intent to opt-out requirements of the Interlocal Agreement and explained that conversation was ongoing between himself and Bloomfield Hills' City attorney.

Patrick Dunn, Court Administrator, presented the item. In reply to Commission and City Manager inquiry, Mr. Dunn explained:

- The insurance costs went up because an addition and a generator were added to the building;
- The Court has cut costs during the Covid-19 pandemic by not undertaking any capital improvements, pursuing grant money, and leaving unfilled positions open;
- He could add more detail to the page entitled "Expenses, Reductions, and Court Improvements" regarding the 'significant changes' referenced;
- Bloomfield Township, which is the landlord of the Court building, would be responsible for replacing the building's HVAC system, roof, walls, and a few other elements, according to the lease;
- He has been pressing Bloomfield Township to make the required repairs to the Court building; and,
- The cost of the lease increases every five years according to an escalator in the lease.

Commissioner Baller if the Court or the City had ever evaluated how the Court's revenue would be divided if it were done according to fines assessed rather than case load.

CM Markus replied that any benefits of doing so would be offset by the costs of doing so.

Commissioner Haig asked what the funds for the equipment and capital expenses are being used for if many aspects of the building still need replacing.

CM Markus noted the City is not a party to the lease that discusses some of these issues. He said the City could be better informed about expenditures, budgeting and operations, however, if the former quarterly meetings between the Court Administrator, Chief Judge and City resumed. He recommended the reinstitution of those meetings be pursued by the City. CM Markus said he would also like the opportunity to review the Court's audits moving forward.

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Schafer:
To approve the 48th District Court budget for fiscal year 2022 as submitted.

Mayor Pro Tem Boutros spoke in favor of reinstating quarterly meetings between the Court Administrator, Chief Judge and City.

ROLL CALL VOTE: Ayes, Mayor Pro Tem Boutros
Commissioner Schafer
Commissioner McLain
Commissioner Host
Mayor Longe
Commissioner Haig
Commissioner Baller

Nays, None

12-320-21 48th District Court Interlocal Agreement for the Expenses and Maintenance of the 48th District Court

CA Kucharek and CM Markus presented the item.

CA Kucharek explained that the language of the Interlocal Agreement (Agreement) was changed earlier on December 13, 2021. The Agreement now clarifies that a District Funding Unit choosing to opt out must notify the other District Funding Units in January of a calendar year, and said District Funding Unit would

remain in full effect of obligation through the conclusion of that calendar year. She said that change was made to remove the ambiguity that was in the original agreement.

Mayor Longe asked who would pay for the Court costs if Birmingham were to opt out of the Agreement.

CM Markus said that if Birmingham opted out, two-thirds of the revenue Birmingham creates would go to the jurisdiction where the Court is located. He noted that under the current Agreement, the costs are apportioned differently. He stated that the remaining funding units would be responsible for cover the losses.

Commissioner Baller said he was likely in favor of opting out during the present meeting. He said he was comfortable relying on the default method of funding the Court rather than the current terms of the Agreement since Birmingham was experiencing financial losses under the current terms. He suggested that Bloomfield Township (the Township) would likely make appropriate changes to the operation of the Court if Birmingham decides to opt out, and would then potentially come back to Birmingham to propose another Agreement once those changes are made.

CM Markus and CA Kucharek cautioned against deciding to opt out at the present meeting. CM Markus advised that giving the intent to opt out was an option worth considering in January 2022. He stated he would bring that option before the Commission in January 2022. CA Kucharek said that if the Commission decided to opt out at the present meeting, it would be unlikely that the City could re-enter into an Agreement with the other entities of the Agreement in the future.

Mayor Longe noted Birmingham also needs to maintain relationships with the other communities involved on other issues.

CA Kucharek notified the Commission that the Township passed the Agreement at its concurrent December 13, 2021 meeting.

Commissioner Haig concurred with Commissioner Baller's point that the Township might make more changes to the operations of the Court if Birmingham opts out. Commissioner Haig said he was unpersuaded by the Court Administrator's statement that cost saving measures have been adequately implemented since all the costs of running the Court increased.

The Commission concurred with CM Markus' recommendation that the agreement should use the 2020 audit year for the purpose of estimating the allocations for the 2022 budget.

Mayor Longe stated that using the 2019 audit year to create the estimate would require Birmingham to float the Court more working capital.

CM Markus confirmed that to be the case.

Commissioner Baller requested that Staff listen to the Township's discussion of the Agreement at its concurrent December 13, 2021 meeting.

Commissioner Host thanked CM Markus and CA Kucharek for their approach to this item.

Commissioner Baller concurred.

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Schafer:

To accept the Agreement between the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield to be the three (3) District Court Funding Units for the 48th District Court, and further authorize Thomas M. Markus as the City Manager to sign the Agreement.

Commissioner Baller said he was voting to support this motion contingent on the Commission considering the possibility of offering its intent to opt out in January 2022.

CM Markus confirmed he would return the matter for the Commission's consideration in January 2022.

ROLL CALL VOTE: Ayes, Mayor Pro Tem Boutros
 Commissioner Schafer
 Commissioner McLain
 Commissioner Host
 Mayor Longe
 Commissioner Haig
 Commissioner Baller

Nays, No

12-321-21 2022 Annual Review of Fee Schedule

CC Bingham presented the item.

Mayor Longe drew attention to the fact that legally the fees must be reflective of actual costs.

CA Kucharek confirmed.

CM Markus explained that since the City annually ensures that the fees cover the costs of services rendered, taxpayers do not have to subsidize these services via their property taxes.

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Baller:
To amend the 2022 Schedule of Fees, Charges, Bonds and Insurance, in the Community Development Department, Department of Public Services, Engineering Department, and Fire Department as stated in this report, and to adopt the revised Public Records Policy.

ROLL CALL VOTE: Ayes, Mayor Pro Tem Boutros
 Commissioner Baller
 Commissioner Schafer
 Commissioner McLain
 Commissioner Host
 Mayor Longe
 Commissioner Haig

Nays, No

12-322-21 Commissioners Attendance at Various Advisory Boards and Committees

CA Kucharek and CM Markus presented the item.

It was explained that if a Commissioner were a petitioner in front of a board or committee, said Commissioner would seek approval from the Commission and may want to consider securing a representative for the presentation of that petition.

Commissioner Haig asked how Commissioners could ask questions of boards and committees.

CM Markus said he would seek answers to questions he receives from Commissioners, and added that Commissioners should be careful to let boards, committees, and Staff undertake the work they were appointed and hired to do. He noted that many of the appointees are experts in their fields, and that Commissioners should have patience with the boards' and committees' processes of creating advisory opinions that will ultimately be offered to the Commission.

Mayor Longe stated she had an interest in certain board topics, but that she knew the most appropriate approach to her interest was to wait until the item was before the Commission. She said Commissioner participation in board and committee meetings can sway outcomes, or imply that the Commission does not trust its appointed board and committee members to do their work. She noted that implication could have the effect of demoralizing board and committee members.

It was noted that Commissioners review every advisory opinion from boards or committees and have the opportunity to ask as many questions as needed during their deliberations.

Mayor Longe, Mayor Pro Tem Boutros and Commissioners McLain and Schafer agreed that creating and enacting this kind of policy was appropriate.

Commissioner Baller noted that enacting this sort of policy would protect boards and committees from accusations of biased decisions stemming from a Commissioner's presence at a meeting.

It was noted by the Mayor and the City Attorney that Commissioners are partially restricted in what they can do relative to what non-elected residents can do, and that is a function of the responsibility they have to the community.

Commissioner Host said he was potentially interested in attending board and committee meetings to show support for the boards and committees.

The Mayor said it could not be guaranteed that a Commissioner's attendance would be interpreted as supportive. She said that if Commissioners were seeking to show support for boards and committees the Commission could discuss appropriate ways of doing that.

The Commission discussed whether it was appropriate for any one Commissioner to speak with any one board or committee member.

Mayor Longe said it seemed inappropriate according to the intent of the proposed policy.

CA Kucharek concurred with the Mayor and said she would advise against it. She noted that topics for further discussion could be raised during 'Commission Items for Future Discussion', and that if support is gained from the other Commissioners those topics could be added to a future Commission agenda.

The Mayor noted that workshop topics may be another appropriate avenue for raising topics requiring more in-depth discussion.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Schafer:
To adopt a policy stating that Commissioners will not attend various advisory board and committee meetings.

Commissioner Host said he would vote against the motion because he did not believe it was in the best interest of the people the Commissioners work for.

VOICE VOTE: Ayes, Mayor Pro Tem Boutros
Commissioner Baller
Commissioner Schafer
Commissioner McLain
Mayor Longe

Nays, Commissioner Haig
Commissioner Host

12-323-21 National Lawsuit Regarding Opioid Manufacturers and Deliverers

MOTION: Motion by Commissioner Host, seconded by Mayor Pro Tem Boutros:
To direct the City Manager to sign the Settlement Agreement on behalf of the City, which will give the City of Birmingham the opportunity to receive monies from the National Opioid Settlement Agreement.

CA Kucharek said that if there insufficient participation from the 'effected' municipalities, this settlement will not proceed. If there is sufficient participation, then Birmingham would be looking at an approximate settlement of \$181,000 to be paid over 18 years.

In reply to Commissioner Baller, CM Markus said he would want to use the money to support recovery in individuals with substance use disorders. He confirmed that if the funds are received then allocation of the funds would be a matter for Commission review.

ROLL CALL VOTE: Ayes, Commissioner Host
Mayor Pro Tem Boutros
Commissioner Baller
Commissioner Schafer
Commissioner McLain
Mayor Longe
Commissioner Haig

Nays, None

12-324-21 Setting Public Hearing Dates for Proposed Sidewalk Streetscape Assessment Maple Road Reconstruction Project

ACE Zielinski summarized the item.

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Baller:
To set the Public Hearing of Necessity for the construction of sidewalk and streetscape improvements adjacent to all properties within the project area on Maple Road, between Chester Street and Pierce Street, and between Old Woodward Avenue and Woodward Avenue on Monday, January 24, 2022 at 7:30 p.m. for the purpose of conducting;

and,

If necessity is determined on January 24, 2022, to meet on Monday, February 14, 2022 at 7:30 p.m. for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the construction of sidewalk and streetscape improvements adjacent to all properties within project area on Maple Road, between Chester Street and Pierce Street, and between Old Woodward Avenue and Woodward Avenue.

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

Nays, None

Absent,
 Commissioner McLain

Commission discussion on items from prior meeting

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

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments

Commissioner Schafer said she wanted Commissioner McLain to be able to accept the invitation of the Cable Board to attend their December 15, 2021 meeting and receive a token of appreciation for her years of service to the Board.

CA Kucharek said that would be appropriate if the Commission voted to allow Commissioner McLain's attendance, and if the Cable Board put the item at the top of the agenda so Commissioner McLain could depart before any items of business are discussed.

MOTION: Motion by Commissioner Schafer, seconded by Commissioner Haig:
To allow Commissioner McLain to attend the Cable Board meeting on December 15, 2021 at 7:45 a.m. to accept a token of gratitude from the Board.

VOICE VOTE: Ayes, Commissioner Schafer
 Commissioner Haig
 Mayor Pro Tem Boutros
 Commissioner Baller
 Commissioner Host
 Mayor Longe

Commissioner McLain

Nays, None

- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. City Manager's Report
 - 2. Response to Andrew Haig Email
 - 3. Identifying Pending Litigation

CA Kucharek reviewed the topic. She stated that former Commissioner Sherman reached out to her about the need to add the information.

CM Markus and CA Kucharek said a motion should be made to add the information to the present meeting's minutes.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Host:
To note that the Commission went into closed session at its December 6, 2021 meeting to discuss City of Birmingham v Daniel Forthoffer and Jola Forthoffer;
Oakland County Circuit Court Case No.: 2021-188981-CH
Hon. Victoria Valentine

AND

City of Birmingham v Anthony Beshouri and Paula Beshouri;
Oakland County Circuit Court Case No: Case No. 2021-188983-CH
Hon. Cheryl A. Matthews.

ROLL CALL VOTE: Ayes, Commissioner Schafer
Commissioner Haig
Commissioner Baller
Commissioner Host
Mayor Longe
Commissioner McLain

Nays, None
Recused,
Mayor Pro Tem Boutros

INFORMATION ONLY

XI. ADJOURN

Mayor Longe adjourned the meeting at 11:15 p.m.

City of Birmingham

Warrant List Dated 12/15/2021

Meeting of 01/10/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
		005291	KAESER & BLAIR INC	278.03
283021	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,223.00
283022		MISC	4-EVER-WATER-TITE LLC	100.00
283023	*	007266	AETNA BEHAVIORAL HEALTH LLC	454.48
283024		003708	AIRGAS USA, LLC	157.22
283025		002638	AMERICAN ALLIANCE OF MUSEUMS	165.00
283026		MISC	ANTHONY BRANHAM	100.00
283027		MISC	ANTO GLASS BLOCK INC	100.00
283028	*	008977	JOBMATCH LLC DBA APPLICANTPRO	5,281.00
283029		MISC	Archadeck of Southeast Michigan	225.00
283030	*	004027	AUTOMATED BENEFIT SVCS INC	12,253.69
283031		MISC	AXELSON FAMILY REVOC TRUST	100.00
283032		001122	BOB BARKER CO INC	26.32
283033	*	003839	MATTHEW J. BARTALINO	48.24
283034		MISC	Battaglia Companies	200.00
283035		MISC	BELFOR USA GROUP INC	100.00
283036		MISC	BESHOURI RESIDENTIAL DEVELOPMENT	200.00
283037	*	001201	BIRMINGHAM YOUTH ASSISTANCE	3,714.92
283038		MISC	BLOOMINGDALE CONSTRUCTION COMPANY I	500.00
283039		003526	BOUND TREE MEDICAL, LLC	550.74
283040		MISC	BRITTAI, RYAN	100.00
283043		MISC	C & G CEMENT CEMENT CONTRACTORS INC	100.00
283044	*	009281	C.E. GLEESON CONSTRUCTORS INC	93,796.60
283045		MISC	CAPALDI BUILDERS	500.00
283046		007732	CAPITAL TIRE, INC.	262.18
283049	*	MISC	CHRISTINA WOODS	825.71
283050		007710	CINTAS CORP	279.41
283051		000605	CINTAS CORPORATION	121.15
283053	*	004026	COFINITY	1,513.75
283054		009167	COL'S FAMILY RESTAURANT	71.69
283055		008955	COMCAST	258.35
283056		MISC	CONRAD, CLEMENS F	100.00
283057	*	000627	CONSUMERS ENERGY	1,549.75
283058		002668	CONTRACTORS CLOTHING CO	143.96
283059		008512	COOL THREADS EMBROIDERY	1,241.83
283060		008582	CORE & MAIN LP	4,499.98
283061	*	TAXMISC	CORELOGIC TAX SERVICE	2,856.21
283063		MISC	CREATIVE BRICK PAVING & LANDSCAPING	650.00
283064		003923	CUMMINS BRIDGEWAY LLC	1,778.29
283065		006969	DAVEY TREE EXPERT COMPANY	45,543.00
283066		000233	DEAN SELLERS	757.22
283067	*	006907	DENTEMAX, LLC	157.50

City of Birmingham

Warrant List Dated 12/15/2021

Meeting of 01/10/2022

Check Number	Early Release	Vendor #	Vendor	Amount
283068		008641	DINGES FIRE COMPANY	335.61
283069	*	000179	DTE ENERGY	443.71
283070	*	000179	DTE ENERGY	98.54
283071	*	000179	DTE ENERGY	113.74
283072	*	000179	DTE ENERGY	83.12
283073	*	000179	DTE ENERGY	137.10
283074	*	000179	DTE ENERGY	29.77
283075	*	000179	DTE ENERGY	1,661.85
283076	*	000179	DTE ENERGY	140.53
283077	*	000179	DTE ENERGY	818.64
283078	*	000179	DTE ENERGY	195.13
283079	*	000179	DTE ENERGY	2,280.61
283080	*	000179	DTE ENERGY	28.70
283081	*	000179	DTE ENERGY	106.43
283082	*	000180	DTE ENERGY	43,701.20
283083		002704	MICHAEL J DUL & ASSOC INC	7,675.00
283084	*	007538	EGANIX, INC.	720.00
283085		MISC	EXCLUSIVE CUSTOM HOMES/HEWSON	200.00
283086	*	007212	FOSTER BLUE WATER OIL	2,639.56
283087		MISC	GILLETTE BROTHERS POOL & SPA	1,840.00
283088		MISC	GOGONIS, NICHOLAS	900.00
283090		006153	HARRY'S ARMY SURPLUS	84.99
283091	*	001956	HOME DEPOT CREDIT SERVICES	822.55
283092	*	003824	THOMAS I. HUGHES	76.26
283093		009348	HUTSON, INC. OF MICHIGAN	1,526.17
283094		006640	IACP	190.00
283095		MISC	IDEAL BUILDERS AND REMODELING INC	2,500.00
283096	*	009308	IDEMIA IDENTITY & SECURITY USA LLC	15,099.00
283097		000344	J.T. EXPRESS, LTD.	1,456.82
283098	*	009249	JCC CREATIVE LLC	400.00
283099		MISC	JEN CZACH CONSTRUCTION LLC	200.00
283100	*	003746	JOHNSTON LEWIS ASSO INC	18,715.00
283101	*	TAXMISC	JUREWICZ, JOHN	209.30
283102		005291	KAESER & BLAIR INC	953.47
283104	*	MISC	LINT-LIFTER INC.	185.00
283106		003264	MAIN FLOOR COVERING OF ROYAL OAK	863.64
283107		MISC	MAINSTREET DESIGN & BUILD	200.00
283108		MISC	MAMATAS,	440.00
283109		001106	MAPERS	200.00
283110	*	TAXMISC	MATTHEW ZESSIN	1,961.78
283111		MISC	MCINERNEY, MICHELLE	100.00
283112		002030	METCOM INC.	1,718.75
283113		MISC	MICHIGAN BASEMENTS	100.00

City of Birmingham
Warrant List Dated 12/15/2021

Meeting of 01/10/2022

Check Number	Early Release	Vendor #	Vendor	Amount
283114	*	000646	STATE OF MICHIGAN	230.00
283115	*	MISC	MIL-SPEC MONKEY STORE	56.00
283116		007163	MOBILE HEALTH RESOURCES	2,827.60
283117		MISC	MONDIAL PROPERTIES III LLC	500.00
283120		MISC	NASCO EDUCATION	237.55
283121	*	007755	NETWORK SERVICES COMPANY	1,774.23
283122		MISC	NEW DOMINION GROWTH PARTNERS LLC	346.67
283123		MISC	OAKES ROOFING SIDING & WINDOWS INC	100.00
283124	*	004370	OCCUPATIONAL HEALTH CENTERS	192.00
283125	*	000481	OFFICE DEPOT INC	40.27
283126		MISC	OVERLAND CONTRACTING INC.	200.00
283128		MISC	PMS DIVERSIFIED CONSTRUCTION SERVIC	200.00
283129	*	008866	PRECISION CONCRETE CUTTING INC	54,084.00
283130	*	006625	PTS COMMUNICATIONS	156.00
283131		001334	RECIPROCAL ELECTRICAL COUNCIL INC	50.00
283132		MISC	RENEWAL BY ANDERSEN	500.00
283133		006130	RESCUE RESPONSE GEAR INC	1,028.89
283134		007336	REVIZE LLC	16,175.00
283135	*	002806	SAM'S CLUB/SYNCHRONY BANK	745.40
283136	*	TAXMISC	SANDRA F COLLINS TRUST	2,573.44
283137	*	009222	SAVERS WHOLESALE PRINTING	2,201.61
283138		MISC	SCHOENHERR HOMES LLC	300.00
283140		002809	STATE OF MICHIGAN	856.76
283141		MISC	STYLENATURALE, INC	100.00
283142		MISC	THOMAS SEBOLD & ASSOCIATES, IN	500.00
283143	*	003760	UNUM LIFE INSURANCE CO. OF AMERICA	23,549.39
283144		008941	UPTOWN MARKET OF BIRMINGHAM	79.49
283145		MISC	UZNIS-DENEWETH CO	5,750.00
283146	*	000158	VERIZON WIRELESS	1,139.28
283147	*	000158	VERIZON WIRELESS	308.16
283148	*	000158	VERIZON WIRELESS	152.81
283149		MISC	WEINGARTZ	59.98
283150	*	009349	WELLSTREET URGENT CARE OF MICHIGAN	295.00
283151		MISC	WESLEY MODZELEWSKI	100.00

SUBTOTAL PAPER CHECK

\$412,445.72

ACH TRANSACTION

4593	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	57,732.83
4594	*	002284	ABEL ELECTRONICS INC	16.49
4595		009126	AMAZON CAPITAL SERVICES INC	126.72
4595	*	009126	AMAZON CAPITAL SERVICES INC	118.59
4596	*	003243	AMERICAN PRINTING SERVICES INC	1,200.00
4597	*	001357	ART/DESIGN GROUP LTD	65.00
4598	*	000518	BELL EQUIPMENT COMPANY	920.00

City of Birmingham
Warrant List Dated 12/15/2021

Meeting of 01/10/2022

Check Number	Early Release	Vendor #	Vendor	Amount
4599	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	84.00
4600		009181	DELTA TEMP SERVICES INC	1,258.70
4601	*	006077	DI PONIO CONTRACTING INC	22,858.13
4602	*	000565	DORNBOS SIGN & SAFETY INC	1,584.80
4603	*	007314	FLEIS AND VANDENBRINK ENG. INC	28,267.75
4604	*	000243	GRAINGER	223.27
4605		000331	HUBBELL ROTH & CLARK INC	147,666.84
4606		000186	JACK DOHENY COMPANIES INC	390.00
4607	*	003458	JOE'S AUTO PARTS, INC.	414.58
4608	*	004085	KONE INC	2,086.45
4609	*	005550	LEE & ASSOCIATES CO., INC.	115.50
4610	*	008158	LOGICALIS INC	9,700.00
4612	*	007856	NEXT	348.00
4613		001864	NOWAK & FRAUS ENGINEERS	2,014.25
4614	*	006359	NYE UNIFORM COMPANY	2,831.00
4615	*	002767	OSCAR W. LARSON CO.	92.20
4616	*	003554	RKA PETROLEUM	15,235.62
4617	*	001181	ROSE PEST SOLUTIONS	74.00
SUBTOTAL ACH TRANSACTION				\$295,424.72
GRAND TOTAL				\$707,870.44

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 12/22/2021

Meeting of 01/10/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
	*	008106	ACUSHNET COMPANY	167.49
		008005	DE LAGE LANDEN FINANCIAL SVCS INC	175.92
		007915	NENA	142.00
283155	*	008226	KATHERINE ABELA	859.37
283156		008106	ACUSHNET COMPANY	759.50
283157		003708	AIRGAS USA, LLC	244.63
283158	*	009323	ALEXANDRIA BINGHAM	5,064.26
283159		MISC	ALL AMERICAN ARENA PRODUCTS	544.26
283160		001797	ALLEGRA MARKETING, PRINT, MAIL	1,009.12
283161		000167	ANDERSON ECKSTEIN WESTRICK INC	14,414.90
283162	*	009253	ANDRUS ARCHITECTURE INC	16,773.43
283163		001394	APCO INTERNATIONAL INC	96.00
283165		000500	ARTECH PRINTING INC	64.00
283165	*	000500	ARTECH PRINTING INC	63.00
283166	*	006759	AT&T	130.21
283167	*	006759	AT&T	41.21
283168	*	006759	AT&T	133.53
283169	*	006759	AT&T	292.46
283170	*	006759	AT&T	536.95
283175		MISC	BISHOP AND ASSOCIATES INC ALAN	500.00
283176		MISC	BISONTE CONSTRUCTION	100.00
283177	*	004465	BMI	5.52
283178	*	000546	KAREN D. BOTA	3,300.00
283179		003526	BOUND TREE MEDICAL, LLC	285.16
283180		MISC	BRANDYWINE CONSTRUCTION LLC	400.00
283182		MISC	BRICKWORKS PROPERTY RESTORATION	100.00
283183	*	000444	CDW GOVERNMENT INC	1,095.60
283184	*	007710	CINTAS CORP	128.20
283185		000605	CINTAS CORPORATION	170.53
283186	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,324.90
283187		001318	CLOVERDALE EQUIPMENT CO	115.00
283188		002234	CMP DISTRIBUTORS INC	909.00
283189	*	008955	COMCAST	677.62
283190	*	000627	CONSUMERS ENERGY	7,113.52
283191		002668	CONTRACTORS CLOTHING CO	222.28
283192		008512	COOL THREADS EMBROIDERY	593.93
283193	*	009145	CREATIVE COLLABORATIONS	3,800.00
283194		004386	CYNERGY PRODUCTS	264.00
283196		009309	DEALER AUTO PARTS	24.24
283198	*	007498	RONALD L. DIX	40.00
283200		MISC	EMERGENCY EGRESS LLC	100.00
283201		000936	FEDEX	11.86

City of Birmingham

Warrant List Dated 12/22/2021

Meeting of 01/10/2022

Check Number	Early Release	Vendor #	Vendor	Amount
283202		MISC	FERLITO CONSTRUCTION	100.00
283203	*	007366	FIRST ADVANTAGE OCCUPATIONAL	668.00
283204		MISC	FOUNDATION SOLUTIONS 360	100.00
283205		MISC	GITTLEMAN CONSTRUCTION INC.	200.00
283206		002532	GOLLING CHRYSLER JEEP DODGE INC	702.03
283207	*	004604	GORDON FOOD	748.26
283208		008293	GRAINGER	1,151.47
283209	*	007347	GREAT LAKES AWARDS, LLC	32.00
283210	*	000249	GUARDIAN ALARM	2,686.92
283211		MISC	HARROP BUILDING COMPANY J M	100.00
283212		MISC	HM HOMES LLC	950.00
283213	*	001956	HOME DEPOT CREDIT SERVICES	975.37
283214		MISC	HOME DEPOT USA INC	500.00
283215	*	MISC	HOWIES HOCKEY TAPE	120.53
283219		003888	INTERNATIONAL CODE COUNCIL INC	277.00
283220		MISC	J WILLIAMS CONSTRUCTION INC	100.00
283221		MISC	J. WILLIS COMPANY	200.00
283222	*	MISC	JACK TODD- PETTY CASH	391.20
283224	*	009238	KATHERINE ROSE COLLINS	124.00
283225		MISC	KENDALL PROJECT MANAGEMENT	300.00
283226		MISC	KENYON C OLDS	100.00
283227		MISC	KHANSA GROUP	100.00
283228	*	000362	KROGER COMPANY	5.67
283229	*	008792	JOSEPH LAMBERT	1,772.84
283230		003620	LANGUAGE LINE SERVICES INC	81.00
283231		MISC	LB LAND LLC	10,000.00
283232		MISC	LMB PROPERTIES LLC	750.00
283233		001669	MACP	115.00
283235	*	MISC	MATT COVEY	937.65
283236		000972	MCKESSON MEDICAL-SURGICAL	634.21
283237		MISC	MELODY DADO	155.00
283239	*	009085	MGSE SECURITY LLC	612.50
283240		MISC	MICHAEL J KRAUSMAN	100.00
283241	*	009143	MICHAEL SHUKWIT	400.00
283242	*	MISC	MICHAEL SIMON	312.00
283243		002022	MICHIGAN ASSN. OF FIRE CHIEFS	20.00
283244		001660	MICHIGAN CAT	1,079.77
283245	*	001715	MICHIGAN NOTARY SERVICE	188.55
283246	*	006461	MID AMERICA RINK SERVICES	7,504.45
283247	*	005024	MIDWEST GLASS FABRICATORS, INC	153.23
283248	*	001452	MONTGOMERY & SONS INC	4,023.94
283249		MISC	MOONLIGHT HOMES LLC	1,500.00
283252		007915	NENA	142.00

City of Birmingham
Warrant List Dated 12/22/2021

Meeting of 01/10/2022

Check Number	Early Release	Vendor #	Vendor	Amount
283253	*	007755	NETWORK SERVICES COMPANY	249.70
283254	*	000477	OAKLAND COUNTY	471,925.84
283255	*	003461	OBSERVER & ECCENTRIC	879.66
283256	*	004370	OCCUPATIONAL HEALTH CENTERS	127.00
283257	*	000481	OFFICE DEPOT INC	536.56
283258		MISC	OSPREY CONSTRUCTION COMPANY	100.00
283260	*	001753	PEPSI COLA	238.22
283261		008028	PK SAFETY SUPPLY	279.00
283262		MISC	PROFESSIONAL RENOVATIONS SVS,	95.00
283263	*	002852	QMI GROUP INC	120.00
283264		004137	R & R FIRE TRUCK REPAIR INC	683.42
283265		MISC	REASONABLE ROOFING REMODELING INC	100.00
283266		MISC	RENEWAL BY ANDERSEN	500.00
283267		MISC	Rescom Construction	100.00
283268		006130	RESCUE RESPONSE GEAR INC	2,890.08
283269	*	009144	RICHARD TRUDO	2,650.00
283270		MISC	ROBERT L BITTNER JR	100.00
283271		MISC	ROSELLI CONSTRUCTION INC	100.00
283272		MISC	SAS SERVICES INC	200.00
283273		009301	SECURE-CENTRIC INC	957.60
283274	*	MISC	SHRIYA NAMA	165.00
283275		MISC	SMART CONSTRUCTION & DEVELOPMENT LL	200.00
283276		MISC	SMOLYANOV HOME IMPROVMENT	100.00
283277		MISC	SOULLIERE STONE DESIGN	50.00
283279		MISC	STEWART BUILDING	300.00
283281		000286	TARGET SPECIALTY PRODUCTS	6,580.00
283282	*	001076	TAYLOR FREEZER OF MICH INC	325.00
283283		MISC	THOMAS ROBERT CONSTRUCTION	100.00
283284		MISC	TRI COUNTY EQUIPMENT	12.30
283285	*	004379	TURNER SANITATION, INC	290.00
283286		MISC	UNITED BUILDING SERVICE	100.00
283287	*	000293	VAN DYKE GAS CO.	412.35
283289	*	000158	VERIZON WIRELESS	267.71
283290	*	000158	VERIZON WIRELESS	49.22
283291	*	004497	WATERFORD REGIONAL FIRE DEPT.	166.40
283294	*	007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	25,410.00
283295	*	004512	WOLVERINE POWER SYSTEMS	825.00
283296	*	008391	XEROX CORPORATION	730.47
SUBTOTAL PAPER CHECK				\$622,823.72
ACH TRANSACTION				
4620	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	27,245.62
4621		009126	AMAZON CAPITAL SERVICES INC	518.26
4621	*	009126	AMAZON CAPITAL SERVICES INC	227.40

City of Birmingham
Warrant List Dated 12/22/2021

Meeting of 01/10/2022

Check Number	Early Release	Vendor #	Vendor	Amount
4622		008667	APOLLO FIRE APPARATUS REPAIR INC	156.43
4623	*	007345	BEVERLY HILLS ACE	32.92
4624	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	38.97
4625	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	2,520,103.24
4626	*	003282	LISA MARIE BRADLEY	412.49
4627		007875	CANFIELD EQUIPMENT SERVICE INC.	1,790.25
4628	*	008044	CLUB PROPHET	540.00
4629	*	009181	DELTA TEMP SERVICES INC	3,083.88
4630	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	416.19
4632	*	007314	FLEIS AND VANDENBRINK ENG. INC	2,986.00
4633	*	007807	G2 CONSULTING GROUP LLC	385.00
4634	*	001672	HAYES PRECISION INC	201.00
4636		000331	HUBBELL ROTH & CLARK INC	12,575.00
4637	*	007870	J.C. EHRLICH CO. INC.	78.00
4638		000261	J.H. HART URBAN FORESTRY	19,549.56
4639	*	002576	JAX KAR WASH	5,092.32
4640	*	003458	JOE'S AUTO PARTS, INC.	1,271.81
4642	*	007827	HAILEY R KASPER	241.87
4643	*	000891	KELLER THOMA	1,897.50
4644	*	005550	LEE & ASSOCIATES CO., INC.	2,573.10
4645	*	007977	KAREN LINGENFELTER	137.50
4647	*	009124	ALEXANDRA MERCURIO	240.25
4649	*	006359	NYE UNIFORM COMPANY	134.50
4650	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	1,030,641.77
4651	*	003554	RKA PETROLEUM	3,439.99
4652	*	000478	ROAD COMM FOR OAKLAND CO	3,640.23
4653	*	001181	ROSE PEST SOLUTIONS	124.00
4654		000254	SOCRRA	69,994.00
4655	*	004355	SYMETRA LIFE INSURANCE COMPANY	35,499.87
4656	*	004887	TRUCK & TRAILER SPECIALTIES INC	378.85
SUBTOTAL ACH TRANSACTION				\$3,745,647.77
GRAND TOTAL				\$4,368,471.49

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 01/05/2022

Meeting of 01/10/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
283304	*	000855	48TH DISTRICT COURT	2,500.00
283305	*	000855	48TH DISTRICT COURT	300.00
283306	*	000855	48TH DISTRICT COURT	1,000.00
283307	*	009346	ACCUFORM PRINTING & GRAPHICS, INC	11,768.00
283310		MISC	APWA, MICHIGAN CHAPTER	725.00
283311		MISC	ARMANDO GIUSEPPE INC	200.00
283312		000500	ARTECH PRINTING INC	1,522.00
283312	*	000500	ARTECH PRINTING INC	315.00
283313	*	006759	AT&T	1,749.54
283314		003703	AT&T MOBILITY	755.58
283315		MISC	BALBES CUSTOM BUILDERS INC	500.00
283316		007540	BIO SYSTEMS, INC.	1,015.00
283317		MISC	BLOOMFIELD CONSTRUCTION CO	100.00
283318		MISC	BLUMKE INSTALLATIONS	100.00
283319		003526	BOUND TREE MEDICAL, LLC	110.72
283320		MISC	BRIAN LORENZ	500.00
283321		003907	CADILLAC ASPHALT, LLC	6,228.72
283323	*	MISC	CASPER'S TRUCK EQUIPMENT	1,336.24
283324		008306	CHARTER TOWNSHIP OF BLOOMFIELD	851.36
283325		000605	CINTAS CORPORATION	267.54
283326		002234	CMP DISTRIBUTORS INC	1,932.95
283327		009167	COL'S FAMILY RESTAURANT	117.66
283328	*	008955	COMCAST	514.98
283329		007774	COMCAST BUSINESS	90.91
283330	*	000627	CONSUMERS ENERGY	3,467.89
283331		MISC	Contract Excavating LLC	533.85
283332		002668	CONTRACTORS CLOTHING CO	720.73
283333		001367	CONTRACTORS CONNECTION INC	1,741.75
283334		MISC	COWDIN DESIGN & BUILD	300.00
283335		MISC	CRB CRANE & SERVICE CO	389.37
283336		008005	DE LAGE LANDEN FINANCIAL SVCS INC	737.18
283337		009309	DEALER AUTO PARTS	91.66
283339		MISC	DRAKE, LISA M	600.00
283341	*	000179	DTE ENERGY	514.30
283342	*	000179	DTE ENERGY	58.97
283343	*	000179	DTE ENERGY	90.09
283344	*	000179	DTE ENERGY	203.76
283346	*	000179	DTE ENERGY	53.25
283347	*	000179	DTE ENERGY	1,625.70
283348	*	000179	DTE ENERGY	48.43
283349	*	000179	DTE ENERGY	350.75
283350	*	000179	DTE ENERGY	6,380.04

City of Birmingham

Warrant List Dated 01/05/2022

Meeting of 01/10/2022

Check Number	Early Release	Vendor #	Vendor	Amount
283351	*	000179	DTE ENERGY	1,549.93
283352	*	000179	DTE ENERGY	4,996.66
283353	*	000179	DTE ENERGY	3,196.94
283354	*	000179	DTE ENERGY	14.91
283355	*	000179	DTE ENERGY	1,734.52
283356	*	000179	DTE ENERGY	48.94
283357	*	000179	DTE ENERGY	147.89
283358	*	000179	DTE ENERGY	76.00
283359	*	000179	DTE ENERGY	568.41
283362		000196	EJ USA, INC.	3,180.40
283363		004671	ELDER FORD	135.96
283365	*	001124	EMPCO INCORPORATED	3,090.00
283366		001223	FAST SIGNS	43.25
283367	*	004514	FEDEX OFFICE	41.18
283368	*	008154	GREGORY FOLEY	25.00
283369	*	006868	GOVERNMENT FINANCE OFFICERS ASSN.	530.00
283371		000249	GUARDIAN ALARM	259.05
283372		001846	HIGHWAY MAINTENANCE AND	4,980.00
283373		MISC	HM HOMES LLC	1,000.00
283374	*	001956	HOME DEPOT CREDIT SERVICES	80.86
283375		000948	HYDROCORP	1,381.00
283376		MISC	IN-LINE CONSTRUCTION, INC	200.00
283377		MISC	JASON LEWISTON	200.00
283378		003366	JOE'S ARMY NAVY	152.98
283379		MISC	KATIE TABORGA	390.00
283381		008518	LERMA, INC	60.00
283382		000284	LESLIE ELECTRIC COMPANY	239.28
283383		MISC	LIVE WELL CUSTOM HOME LLC	900.00
283384		MISC	MAC CONSTRUCTION, INC.	100.00
283385		MISC	MAPLEWOOD 720 LLC	200.00
283386	*	002648	MARC DUTTON IRRIGATION INC	300.00
283387		000888	MCKENNA ASSOCIATES INC	27,614.30
283388		000972	MCKESSON MEDICAL-SURGICAL	24.46
283389		MISC	Melissa Demorest LeDuc	1,200.00
283390		001660	MICHIGAN CAT	1,661.00
283391		MISC	MICHIGAN EGRESS LLC	200.00
283392		MISC	MICHIGAN KITCHEN CABINETS	200.00
283393		000230	MIKE SAVOIE CHEVROLET INC	1,402.66
283394		MISC	MILLCREEK CONSTRUCTION MGMT CO	2,600.00
283395		002253	NATIONAL BUSINESS FURNITURE	1,541.08
283396		MISC	NCS HOLDING COMPANY	5,000.00
283397		008687	NORTH BREATHING AIR, LLC	165.00
283398	*	000675	OAKLAND SCHOOLS	5,333.78

City of Birmingham

Warrant List Dated 01/05/2022

Meeting of 01/10/2022

Check Number	Early Release	Vendor #	Vendor	Amount
283400	*	000481	OFFICE DEPOT INC	181.30
283402		008028	PK SAFETY SUPPLY	382.00
283403	*	000486	PLANTE & MORAN PLLC	580.00
283404		MISC	POTHEN, KURIAN	300.00
283405		008974	PREMIER PET SUPPLY	80.97
283406		002852	QMI GROUP INC	30.00
283407	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
283408		005930	RAPID AIR	1,890.00
283410		MISC	SCHOENHERR HOMES LLC	100.00
283411		003483	SHERWIN WILLIAMS COMPANY	68.30
283412	*	009325	SMITH'S WATERPROOFING LLC	85,503.60
283414	*	007907	SP+ CORPORATION	5,070.00
283415		MISC	STEWART BUILDING	1,400.00
283416		000286	TARGET SPECIALTY PRODUCTS	2,503.50
283417	*	MISC	TERISE PADELLA	291.73
283418		MISC	TINDALL, MATT	100.00
283419		000275	TIRE WHOLESALERS CO INC	234.00
283420		000931	VARSITY SHOP	107.40
283421	*	000158	VERIZON WIRELESS	931.63
283422	*	000158	VERIZON WIRELESS	128.51
283424		MISC	ZAREMBA & COMPANY	550.00
SUBTOTAL PAPER CHECK				\$229,637.15
<u>ACH TRANSACTION</u>				
4659	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	30,895.06
4660	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	38,292.39
4661	*	002284	ABEL ELECTRONICS INC	1,160.00
4662	*	005686	ADVANCED MARKETING PARTNERS INC	811.00
4663		000394	AERO FILTER INC	165.00
4664		009126	AMAZON CAPITAL SERVICES INC	341.20
4665	*	007382	BEACON ATHLETICS	393.00
4666	*	009183	BOB ADAMS TOWING	75.00
4667	*	000565	DORNBOS SIGN & SAFETY INC	285.72
4668		000213	FIRE DEFENSE EQUIP CO INC	35.00
4670	*	000243	GRAINGER	68.26
4671	*	008851	INSIGHT INVESTMENT	6,265.03
4672	*	002407	J & B MEDICAL SUPPLY	174.85
4673	*	007870	J.C. EHRLICH CO. INC.	53.00
4674		000261	J.H. HART URBAN FORESTRY	17,438.56
4674	*	000261	J.H. HART URBAN FORESTRY	810.00
4675		009298	JCR SUPPLY INC	943.38
4676	*	003458	JOE'S AUTO PARTS, INC.	587.03
4677		000155	JOHNSON CONTROLS SECURITY SOLUTIONS	377.07
4678		000155	JOHNSON CONTROLS SECURITY SOLUTIONS	1,275.69

City of Birmingham
Warrant List Dated 01/05/2022

Meeting of 01/10/2022

Check Number	Early Release	Vendor #	Vendor	Amount
4680	*	001035	MUNICIPAL EMERGENCY SERVICES	6,618.24
4681		008853	NORTH AMERICAN RESCUE LLC	154.46
4682	*	006359	NYE UNIFORM COMPANY	329.40
4683		006729	QUENCH USA INC	379.20
4684	*	003554	RKA PETROLEUM	13,353.53
4685	*	001181	ROSE PEST SOLUTIONS	71.00
4686		005787	SOUTHEASTERN EQUIPMENT CO. INC	1,216.44
4687	*	002037	TOTAL ARMORED CAR SERVICE, INC.	758.36
4688		000298	VESCO OIL CORPORATION	83.25
4689	*	000969	VIGILANTE SECURITY INC	161.00
4690	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,783.41
SUBTOTAL ACH TRANSACTION				\$125,354.53
GRAND TOTAL				\$354,991.68

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

Planning Division

DATE: January 10, 2022

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing for Amendments to Article 4, Section 4.44 – Outdoor Dining Standards

INTRODUCTION:

The COVID-19 pandemic has affected many businesses in Birmingham. In 2020, the City made an effort to provide some relief to local businesses, which included the expansion of outdoor dining through July 2021. Noting the persistence of COVID-19 and the possibility for continued detriment, the City Commission wished to explore the option of eliminating the seasonality of outdoor dining and permitting it year-round.

BACKGROUND:

On October 11, 2021, the Planning Board and City Commission met at a joint meeting to discuss planning topics and get some feedback on key items in the Planning Board pipeline. During the discussion on outdoor dining, City Commission and Planning Board members discussed the possibility of an ordinance amendment to allow for year-round outdoor dining as soon as this year, while also considering a change to the rule in which outdoor dining operators are required to bring in all outdoor dining fixtures and furnishings each night for snow removal.

On October 25, 2021, the City Commission directed the Planning Board to study the Outdoor Dining ordinance to amend the November 15 end of regular outdoor dining season date and provide recommendations to the City Commission.

On October 28, 2021, the Planning Division sent a letter to all permit-holding outdoor dining establishments indicating that there will be study regarding a change in the outdoor dining ordinance that could eliminate the November 15 end of regular outdoor dining season date for outdoor dining patios in the public right-of-way, and that the City will be pausing enforcement of this deadline while the study session progresses.

On November 10, 2021, the Planning Board discussed the proposed ordinance amendments to Section 4.44 of the Zoning Ordinance, and moved to set a public hearing for December 8, 2021 to consider the amendments and make a recommendation to the City Commission.

On December 8, 2021, the Planning Board moved to recommend approval to the City Commission the ordinance amendments to Article 4, Section 4.44, Outdoor Dining Standards, to remove temporal restrictions on outdoor dining patios in the public right-of-way, and to allow outdoor dining fixtures and furnishings to stay outside overnight.

LEGAL REVIEW:

The City Attorney has reviewed the documentation as to form and substance and has no objections.

FISCAL IMPACT:

If adopted, the proposed amendments will increase the terms of the lease agreements for outdoor dining patios that utilize public land and the costs associated for such.

PUBLIC COMMUNICATIONS:

As required for proposed Zoning Ordinance amendments, a legal ad was placed in a newspaper of local circulation to advertise the proposed amendments to the Zoning Ordinance in advance of the December 8, 2021 public hearing at the Planning Board. A second legal ad will be placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on February 14, 2022.

SUMMARY:

The Planning Division requests that the City Commission consider ordinance amendments to Article 4, Section 4.44, Outdoor Dining Standards, to remove temporal restrictions on outdoor dining patios in the public right-of-way, and to allow outdoor dining fixtures and furnishings to stay outside overnight.

ATTACHMENTS:

- Proposed Ordinance Language
- Planning Board Staff Reports
- Relevant Minutes

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of February 14, 2022 to consider ordinance amendments to Article 4, Section 4.44, Outdoor Dining Standards, to remove temporal restrictions on outdoor dining patios in the public right-of-way, and to allow outdoor dining fixtures and furnishings to stay outside overnight.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.44, OUTDOOR DINING STANDARDS, TO REMOVE TEMPORAL RESTRICTIONS ON OUTDOOR DINING PATIOS IN THE PUBLIC RIGHT-OF-WAY, AND TO ALLOW OUTDOOR DINING FIXTURES AND FURNISHINGS TO STAY OUTSIDE OVERNIGHT.

4.44 OD-01 Outdoor Dining Standards

This Outdoor Dining Standards section applies to the following districts:

B1 B2 B2B B2C B3 B4 MX O1 O2 TZ3

The following outdoor dining standards apply:

- A. Outdoor Dining: Outdoor dining is permitted immediately next to the principal use, subject to Site Plan Review, and the following conditions:
 1. Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
 2. All outdoor activity must cease at the close of business or as noted in subsection 3 below.
 3. When an outdoor dining area is immediately adjacent to any single-family or multiple-family residential district, all outdoor activity must cease at the close of business or 10:00 p.m., whichever is earlier.
 4. Outdoor dining may be permitted on the sidewalk throughout the year with a valid Outdoor Dining License, ~~provided that all outdoor dining fixtures and furnishings must be stored indoors each night between November 16 and March 31 to allow for snow removal.~~
 5. All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
 6. Table umbrellas shall be considered under Site Plan Review and shall not impede sight lines into a retail establishment, pedestrian flow in the outdoor dining area, or pedestrian or vehicular traffic flow outside the outdoor dining area.
 7. For outdoor dining located in the public right-of-way:
 - a. All such uses shall be subject to a license from the city, upon forms provided by the Community Development Department, contingent on compliance with all city codes, including any conditions required by the Planning Board in conjunction with Site Plan approval.

- b. In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 feet.
 - c. Outdoor dining is permitted to extend in the right-of-way in front of neighboring properties, with the written permission of the property owner(s) and with Planning Board approval, if such property is vacant or the first floor storefront(s) is/are vacant. Outdoor dining areas may extend up to 50% of the width of the neighboring lot(s) storefront(s), or up to 50% of the lot(s) frontage, if such lot is vacant.
 - d. City Commission approval is also required for outdoor dining extensions onto neighboring property if the establishment making such a request holds a bistro license.
 - e. An elevated, ADA compliant, ~~enclosed~~ platform may be erected on the street in front of an eating establishment to create an outdoor dining area ~~from April 1 through November 15~~ only if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
 - f. No such facility shall erect or install permanent fixtures in the public right-of-way.
8. Outdoor dining is permitted in a B1 District at a rate of 4 seats for every 12 linear feet of store frontage, with no more than 12 seats total per building; no elevated enclosed platforms on the street are permitted in a B1 District.



MEMORANDUM

Planning Division

DATE: November 10th, 2021

TO: Planning Board

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Outdoor Dining Ordinance (Outdoor Dining End Date Removal) – Study Session #1

On October 11th, 2021, the Planning Board and City Commission met at a joint meeting to discuss planning topics and get some feedback on key items in the Planning Board pipeline. During the discussion on outdoor dining, City Commission and Planning Board members discussed the possibility of an ordinance amendment to allow for year-round outdoor dining as soon as this year, while also considering a change to the rule in which outdoor dining operators are required to bring in all outdoor dining fixtures and furnishings each night for snow removal.

On October 25th, 2021, the City Commission directed the Planning Board to study the Outdoor Dining ordinance to amend the November 15th end of regular outdoor dining season date and provide recommendations to the City Commission.

On October 28th, 2021, the Planning Division sent a letter to all permit-holding outdoor dining establishments indicating that there will be study regarding a change in the outdoor dining ordinance that could eliminate the November 15th end of regular outdoor dining season date for outdoor dining patios in the public right-of-way, and that the City will be pausing enforcement of this deadline while the study session progresses.

At this time, the Planning Division proposes the following ordinance amendments to Chapter 4, Section 4.44 of the Zoning Ordinance (*please see next pages*):

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.44, OUTDOOR DINING STANDARDS, TO REMOVE TEMPORAL RESTRICTIONS ON OUTDOOR DINING PATIOS IN THE PUBLIC RIGHT-OF-WAY, AND TO ALLOW OUTDOOR DINING FIXTURES AND FURNISHINGS TO STAY OUTSIDE OVERNIGHT.

4.44 OD-01 Outdoor Dining Standards

This Outdoor Dining Standards section applies to the following districts:

B1 B2 B2B B2C B3 B4 MX O1 O2 TZ3

The following outdoor dining standards apply:

- A. Outdoor Dining: Outdoor dining is permitted immediately next to the principal use, subject to Site Plan Review, and the following conditions:
 1. Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
 2. All outdoor activity must cease at the close of business or as noted in subsection 3 below.
 3. When an outdoor dining area is immediately adjacent to any single-family or multiple-family residential district, all outdoor activity must cease at the close of business or 10:00 p.m., whichever is earlier.
 4. Outdoor dining may be permitted on the sidewalk throughout the year with a valid Outdoor Dining License, ~~provided that all outdoor dining fixtures and furnishings must be stored indoors each night between November 16 and March 31 to allow for snow removal.~~
 5. All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
 6. Table umbrellas shall be considered under Site Plan Review and shall not impede sight lines into a retail establishment, pedestrian flow in the outdoor dining area, or pedestrian or vehicular traffic flow outside the outdoor dining area.
 7. For outdoor dining located in the public right-of-way:
 - a. All such uses shall be subject to a license from the city, upon forms provided by the Community Development Department, contingent on compliance with all city codes, including any conditions required by the Planning Board in conjunction with Site Plan approval.

- b. In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 feet.
 - c. Outdoor dining is permitted to extend in the right-of-way in front of neighboring properties, with the written permission of the property owner(s) and with Planning Board approval, if such property is vacant or the first floor storefront(s) is/are vacant. Outdoor dining areas may extend up to 50% of the width of the neighboring lot(s) storefront(s), or up to 50% of the lot(s) frontage, if such lot is vacant.
 - d. City Commission approval is also required for outdoor dining extensions onto neighboring property if the establishment making such a request holds a bistro license.
 - e. An elevated, ADA compliant, enclosed platform may be erected on the street in front of an eating establishment to create an outdoor dining area ~~from April 1 through November 15~~ only if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
 - f. No such facility shall erect or install permanent fixtures in the public right-of-way.
8. Outdoor dining is permitted in a B1 District at a rate of 4 seats for every 12 linear feet of store frontage, with no more than 12 seats total per building; no elevated enclosed platforms on the street are permitted in a B1 District.



MEMORANDUM

Planning Division

DATE: December 8th, 2021

TO: Planning Board

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Outdoor Dining Ordinance (Outdoor Dining End Date Removal) – Public Hearing

On October 11th, 2021, the Planning Board and City Commission met at a joint meeting to discuss planning topics and get some feedback on key items in the Planning Board pipeline. During the discussion on outdoor dining, City Commission and Planning Board members discussed the possibility of an ordinance amendment to allow for year-round outdoor dining as soon as this year, while also considering a change to the rule in which outdoor dining operators are required to bring in all outdoor dining fixtures and furnishings each night for snow removal.

On October 25th, 2021, the City Commission directed the Planning Board to study the Outdoor Dining ordinance to amend the November 15th end of regular outdoor dining season date and provide recommendations to the City Commission.

On October 28th, 2021, the Planning Division sent a letter to all permit-holding outdoor dining establishments indicating that there will be study regarding a change in the outdoor dining ordinance that could eliminate the November 15th end of regular outdoor dining season date for outdoor dining patios in the public right-of-way, and that the City will be pausing enforcement of this deadline while the study session progresses.

On November 10th, 2021, the Planning Board discussed the proposed ordinance amendments to Section 4.44 of the Zoning Ordinance, and moved to set a public hearing for December 8th, 2021 to consider the amendments and make a recommendation to the City Commission.

At this time, the Planning Division proposes the following ordinance amendments to Chapter 4, Section 4.44 of the Zoning Ordinance (*please see next pages*):

Sample Motion Language:

Motion to recommend APPROVAL to the City Commission the ordinance amendments to Article 4, Section 4.44, Outdoor Dining Standards, to remove temporal restrictions on outdoor dining

patios in the public right-of-way, and to allow outdoor dining fixtures and furnishings to stay outside overnight.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.44, OUTDOOR DINING STANDARDS, TO REMOVE TEMPORAL RESTRICTIONS ON OUTDOOR DINING PATIOS IN THE PUBLIC RIGHT-OF-WAY, AND TO ALLOW OUTDOOR DINING FIXTURES AND FURNISHINGS TO STAY OUTSIDE OVERNIGHT.

4.44 OD-01 Outdoor Dining Standards

This Outdoor Dining Standards section applies to the following districts:

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The following outdoor dining standards apply:

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 1. Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
 2. All outdoor activity must cease at the close of business or as noted in subsection 3 below.
 3. When an outdoor dining area is immediately adjacent to any single-family or multiple-family residential district, all outdoor activity must cease at the close of business or 10:00 p.m., whichever is earlier.
 4. Outdoor dining may be permitted on the sidewalk throughout the year with a valid Outdoor Dining License, ~~provided that all outdoor dining fixtures and furnishings must be stored indoors each night between November 16 and March 31 to allow for snow removal.~~
 5. All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
 6. Table umbrellas shall be considered under Site Plan Review and shall not impede sight lines into a retail establishment, pedestrian flow in the outdoor dining area, or pedestrian or vehicular traffic flow outside the outdoor dining area.
 7. For outdoor dining located in the public right-of-way:
 - a. All such uses shall be subject to a license from the city, upon forms provided by the Community Development Department, contingent on compliance with all city codes, including any conditions required by the Planning Board in conjunction with Site Plan approval.

- b. In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 feet.
 - c. Outdoor dining is permitted to extend in the right-of-way in front of neighboring properties, with the written permission of the property owner(s) and with Planning Board approval, if such property is vacant or the first floor storefront(s) is/are vacant. Outdoor dining areas may extend up to 50% of the width of the neighboring lot(s) storefront(s), or up to 50% of the lot(s) frontage, if such lot is vacant.
 - d. City Commission approval is also required for outdoor dining extensions onto neighboring property if the establishment making such a request holds a bistro license.
 - e. An elevated, ADA compliant, ~~enclosed~~ platform may be erected on the street in front of an eating establishment to create an outdoor dining area ~~from April 1 through November 15~~ only if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
 - f. No such facility shall erect or install permanent fixtures in the public right-of-way.
8. Outdoor dining is permitted in a B1 District at a rate of 4 seats for every 12 linear feet of store frontage, with no more than 12 seats total per building; no elevated enclosed platforms on the street are permitted in a B1 District.

appropriate on Mondays when brick-and-mortar restaurants are often closed. He also said he would not view them as encroaching into the neighborhoods.

A Birmingham resident stated he and his wife were food truck operators and could provide insight into what would be required to make Birmingham attractive for food truck operators.

Mayor Boutros recommended the aforementioned member of the public reach out to PD Dupuis to further discuss his experiences operating a food truck.

B. Outdoor Dining

PD Dupuis introduced the item.

There was general consensus that full enclosures should not be permitted as part of an expansion of the outdoor dining standards.

Commissioner Nickita said he was in favor of finding ways to activate the streets in winter. He noted that there are occasionally warmer days in winter where dining outside would be pleasant.

Mr. Koseck said architectural standards and codes' impact on outdoor dining would require further study.

Commissioner Nickita recommended exploring how other local municipalities have interpreted and enforced building, plumbing, fire or other codes for winter outdoor dining. He stated that guardrails much shorter than 42 inches might suffice and asked the Planning Board to look into it further.

Mayor Pro Tem Longe, Commissioner Nickita and Mr. Jeffares concurred that snow clearing or similar needs could be figured out and should not be treated as an impediment to winter outdoor dining.

The Mayor Pro Tem said that restaurant staff might be willing to help clear the street in front of their restaurants.

Commissioner Baller stated that it was not the City's responsibility to legislate to protect certain kinds of dining establishments. He noted outdoor dining's overwhelming popularity per the Engage Birmingham survey and said it likely did not matter to residents whether a particular establishment was a bistro or Class C license holder. He said it was worth considering relaxing the bistro outdoor dining standards for the winter months since people are in favor of being able to dine outside.

Mr. Jeffares said he was not overly concerned with maintaining the distinction between Class C and bistro outdoor dining since colder temperatures would cause outdoor dining to be self-limiting regardless. He said if outdoor dining decks were not being used by an establishment during the winter they should be taken inside.

Mayor Pro Tem Longe and Mr. Boyle also both noted the overwhelming popularity of outdoor dining according to the Engage Birmingham survey and said it was the City's responsibility to

figure out how to deliver that option to residents. They both noted the importance of being responsive to feedback received.

Mr. Jeffares and Mayor Pro Tem Longe said the City needed to determine what it would do on November 15, 2021 while the study of outdoor dining standards was still on-going.

Mayor Boutros said it would be important to determine whether there is demand for winter outdoor dining from restaurateurs, especially in light of current staffing difficulties in the service industry.

Chair Clein noted that the Planning Board would not make changes to the distinction between bistro and Class C licenses since that falls under the Commission's purview. Consequently, he said the Planning Board was focusing on keeping them distinct while trying to determine what outdoor dining allowances would be appropriate. He stated that the decision about what to do for Winter 2021-2022 was a Commission one since the Planning Board would not have its ordinance recommendations ready by then.

Commissioner Baller said the Commission should discuss the matter of outdoor dining during Winter 2021-2022 during its next two meetings.

Commissioner Sherman said there could be temporary regulations for Winter 2021-2022.

Allowing decks to remain and allowing wind breaks were mentioned as possibilities for Winter 2021-2022.

Commissioner Hoff observed that dining establishments already had an option in the City for offseason outdoor dining and suggested that no changes be made for Winter 2021-2022. She said that perhaps the City could not charge for offseason licenses during this season only as a compromise.

CM Markus stated that the Birmingham Shopping District was in the process of collecting feedback from its members regarding the potential expansion of the outdoor dining standards.

Commissioner Baller said he did not want to see the outdoor dining standards stem the creativity of the restaurateurs too much.

Mr. Williams, Chair Clein, Mr. Jeffares spoke in favor of having some sort of trial period once the ordinance recommendations are determined. Mr. Jeffares specified that they would have to make clear to the restaurateurs that it would be a trial period.

CM Markus expressed concerns about the management and enforcement that will be required of Staff for trial periods.

Commissioner Baller said the City would have to ensure that the costs to the City are outweighed by the benefits.

Mr. Share said the Planning Board was not looking to guarantee all-weather dining.

Mr. Share, CM Markus and Commissioner Hoff all commented on the importance of preventing outdoor dining from encroaching beyond its permitted areas.

Public Comment

Anthony Long said residents would need to know what outdoor dining might look like to provide relevant feedback. He recommended posting another survey to Engage Birmingham with descriptions. He also concurred with prior comments that the restaurateurs' interest in having outdoor dining needs to be ascertained. Mr. Long also recommended extending outdoor dining through the winter since Covid-19 remains an issue, and then soliciting further feedback from the public and restaurateurs then.

Mr. Bloom said it would be positive if the Planning Board could recommend temporary standards for Winter 2021-2022. He said the City should also consider two sets of outdoor dining standards: one for normal circumstances and one for ongoing Covid-19 issues.

C. 2040 Master Plan Update

PD Dupuis introduced the item.

Chair Clein, Mr. Williams and Commissioner Baller all noted that the Planning Board was presently working with the second draft of the master plan, and not with a finalized document.

Commissioner Nickita said the Planning Board should pay specific attention to what changed between the first and second drafts.

PD Dupuis confirmed that would be the case.

Commissioner Baller said more attention should be paid to the presentation of the Master Plan, including keeping maps on one page and with legible street names. He said the presentation should make it easy for residents to review.

In reply to Mr. Share, PD Dupuis said that in addition to speaking at Planning Board meetings members of the public could submit feedback on the Master Plan directly to staff or at thebirminghamplan.com.

Mr. Williams encouraged the public to attend Planning Board meetings and submit feedback. He said there were likely to be a number more changes before review of the second draft is completed.

Mr. Boyle noted Commissioners Nickita, Sherman and Hoff were stepping down in November and acknowledged them for their contributions to the City.

Public Comment

Mr. Bloom said he would like to see redline maps to see what how the maps changed from draft one to draft two. He expressed concern about some of the draft's recommendations and said he wanted to make sure they would all be thoroughly vetted. He said he also wanted to ensure that residents' concerns about the draft would be taken into account.

MOTION: Motion by Commissioner Baller, seconded by Mayor Pro Tem Longe:
To approve the proposed credit card policy and procedures and to increase the City's total credit card limit to \$25,000.

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

Nays, None

10-279-21 Outdoor Dining

ACM Ecker summarized the item.

MOTION: Motion by Mayor Pro Tem Longe, seconded by Commissioner Host:
To direct Staff to prepare amendments to the Zoning Ordinance to amend the November 15th end of the regular outdoor dining season.

Mayor Pro Tem Longe said this was an appropriate option for extending outdoor dining and allowing the Planning Board to continue their study of longer-term outdoor dining ordinance recommendations.

CM Markus noted that Staff would have to write the ordinance amendments, bring them to the Planning Board for a hearing, and then return them to the Commission for a hearing, meaning there would be time for the Commission to provide additional comment on the proposed amendments.

Commissioner Sherman recommended Staff consider having the amendment expire November 15, 2022 to ensure it does not last longer than the year.

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

Nays, None

Commission discussion on items from prior meeting

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

VIII. REMOVED FROM CONSENT AGENDA



MEMORANDUM

Planning Division

DATE: January 10, 2022

TO: Thomas Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing for 211 Hamilton Row – Sybil – Special Land Use Permit, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit, Final Site Plan and Design Review for a new food and drink establishment serving alcoholic liquors for on premise consumption and associated interior/exterior renovations in an existing first floor tenant space in Downtown Birmingham. The applicant is proposing to utilize an existing Class C liquor license that is currently in escrow.

BACKGROUND:

On December 16, 2021, the Planning Board moved to recommend approval to the City Commission the Special Land Use Permit, Final Site Plan and Design Review application for 211 Hamilton Row with the following conditions:

1. The applicant must submit specification sheets for the proposed tables and chairs to ensure compliance with Article 4, Section 4.44 of the Zoning Ordinance;
2. The applicant must submit sign plans for review by the Planning Board prior to the public hearing at the City Commission; and
3. The applicant must comply with the requests of all City Departments.

The applicant has submitted revised plans meeting the requirements of the Planning Board. In addition, the applicant has complied with the requests of the Planning Division in regards to reducing the patio extension into the right-of-way, and providing additional dimensions and denotations on the outdoor dining plan.

LEGAL REVIEW:

The City Attorney has reviewed this application and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit and Final Site Plan Reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the December 16, 2021 Planning Board meeting, and notices were sent out to all property owners and tenants

within 300 ft. of the property. In addition, a second round of notices will be sent out to advertise the public hearing at the City Commission on February 14, 2022.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of February 14, 2022 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 211 Hamilton Row – Sybil.

ATTACHMENTS:

Please find attached the following documents for your review:

- Special Land Use Permit Resolution
- Current Site/Design Plans
- Planning Division Reports
- Planning Board Review Site/Design Plans
- Application & Supporting Documents
- Meeting Minutes

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of February 14, 2022 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 211 Hamilton Row – Sybil – to allow the addition of a new food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations.

Sybil
211 Hamilton Row
Special Land Use Permit 2022

WHEREAS, A Special Land Use Permit application was filed in November 2021 for approval of a new food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations at 211 Hamilton Row;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the north side of Hamilton Row, east of N. Old Woodward;

WHEREAS, The land is zoned B4, which permits the operation of food and drink establishments serving alcoholic beverages for on premise consumption with a Special Land Use Permit;

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

WHEREAS, The Planning Board on December 16, 2021 reviewed the application for a Special Land Use Permit, Final Site Plan and Design Review and recommended approval to the City Commission to allow a new food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations with the following conditions:

1. The applicant must submit specification sheets for the proposed tables and chairs to ensure compliance with Article 4, Section 4.44 of the Zoning Ordinance;
2. The applicant must submit sign plans for review by the Planning Board prior to the public hearing at the City Commission; and
3. The applicant must comply with the requests of all City Departments.

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

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

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that SYBIL'S application for a Special Land Use Permit, Final Site Plan and Design Review at 211 Hamilton Row is hereby approved;

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

1. SYBIL shall abide by all provisions of the Birmingham City Code; and

2. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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

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

BE FURTHER RESOLVED that SYBIL is recommended for the operation of a new food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on February 14, 2022.

Alexandria Bingham
City Clerk

320 Martin Street Suite 10
Birmingham, Michigan 48009
t:248.554.9500
Contact Person: Kevin Biddison
e.mail: kb@biddison-ad.com

PROPOSED BUILDING RENOVATION FOR:

SYBIL

PROJECT LOCATION:

211 HAMILTON ROW,
BIRMINGHAM, MI 48009

ZONED: D-4 OVERLAY

APPLICANT INFORMATION

AFB HOSPITALITY GROUP LLC
27387 WOODWARD AVE.
BERKLEY MI 48072

T. 248.629.9221X205
E. AFB@AFBHOSPITALITYGROUP.COM

GENERAL CONTRACTOR:

TOWER CONSTRUCTION
3883 TELEGRAPH RD., SUITE 200 . BLOOMFIELD TWP., MI 48302

P. 248.287.8200
F. 248.287.8203

SHEET INDEX:

T.101 TITLE SHEET
SP.001 EXISTING CONDITIONS

A.101 FLOOR PLAN
A.201 EXTERIOR ELEVATION

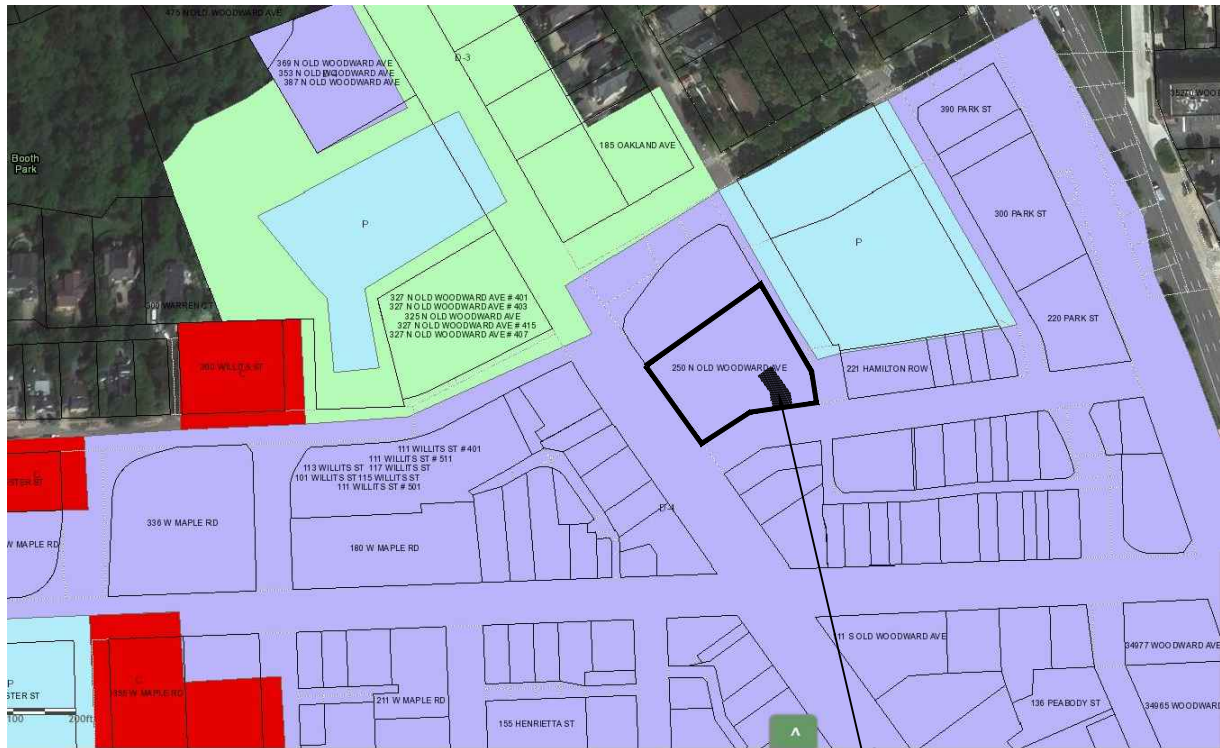
A.301 INTERIOR PERSPECTIVES
A.302 INTERIOR PERSPECTIVES

FIRE SUPPRESSION NOTE:

THE BUILDING IS PROVIDED WITH A FULLY AUTOMATIC FIRE PROTECTION SPRINKLER SYSTEM INSTALLED (FIRE SUPPRESSION SYSTEM) - WORK WILL BE DESIGNED TO MEET M.B.C. REQUIREMENTS AND CITY OF BIRMINGHAM INSPECTION & PERMIT APPROVAL. FACTORY MUTUAL STANDARDS AND SPECIFICATIONS SHALL ALSO BE USED WHERE NOT OTHERWISE IN CONFLICT WITH LOCAL STANDARDS. SPRINKLER CONTRACTOR SHALL BE FULLY LICENSED AND BE RESPONSIBLE FOR PREPARATION OF ENGINEERED DRAWINGS, SUBMISSION OF DRAWINGS TO ALL LOCAL AND STATE AGENCIES FOR APPROVAL AND FOR COORDINATION OF REQUIREMENTS WITH OWNERS AND TENANTS INSURANCE CARRIER.

FIRE EXTINGUISHER NOTE:

TYPE 2A FIRE EXTINGUISHERS SHALL BE PROVIDED AND SPACED A MAX. OF 75' APART PER SECTION 906.1 OF THE 2013 INTERNATIONAL FIRE CODE AND / OR BY THE DIRECTION OF THE FIRE MARSHAL.



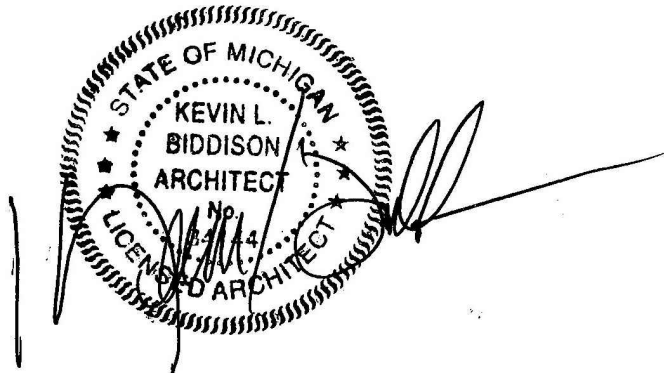
NORTH
ZONING MAP
SCALE: NOT TO SCALE

PROJECT LOCATION:
211 HAMILTON ROW
ZONED - D4 OVERLAY



NORTH
LOCATION MAP
SCALE: NOT TO SCALE

PROJECT LOCATION:
211 HAMILTON ROW



Consultants

Project data

GOVERNING CODES:

2015 MICHIGAN BUILDING CODE
2015 MICHIGAN PLUMBING CODE
2015 MICHIGAN MECHANICAL CODE
2015 MICHIGAN REHABILITATION CODE
2015 INTERNATIONAL FUEL GAS CODE
MICHIGAN ELECTRICAL CODE, 2017 N.E.C.
W/ PART 8 STATE AMENDMENTS
ICC/ANSI A117.1-2015 AND MICHIGAN
BARRIER FREE DESIGN LAW OF PUBLIC
ACT 1 OF 1966 AS AMENDED
MICHIGAN UNIFORM ENERGY CODE RULES
PART 10 WITH ANSI/ASHRAE/IESNA
STANDARD 90.1-2015
2015 INTERNATIONAL FIRE CODE
NFPA 13 - 2010
NFPA 72 - 2010

TENANT AREA: 1,194.5 SQFT + 192 SQFT (PATIO)

BUILDING USE: A-2 RESTAURANT

TYPE OF CONSTRUCTION:

2012 MBC: TYPE IIA (PROTECTED)
NFPA 220: TYPE II-000

Issued for

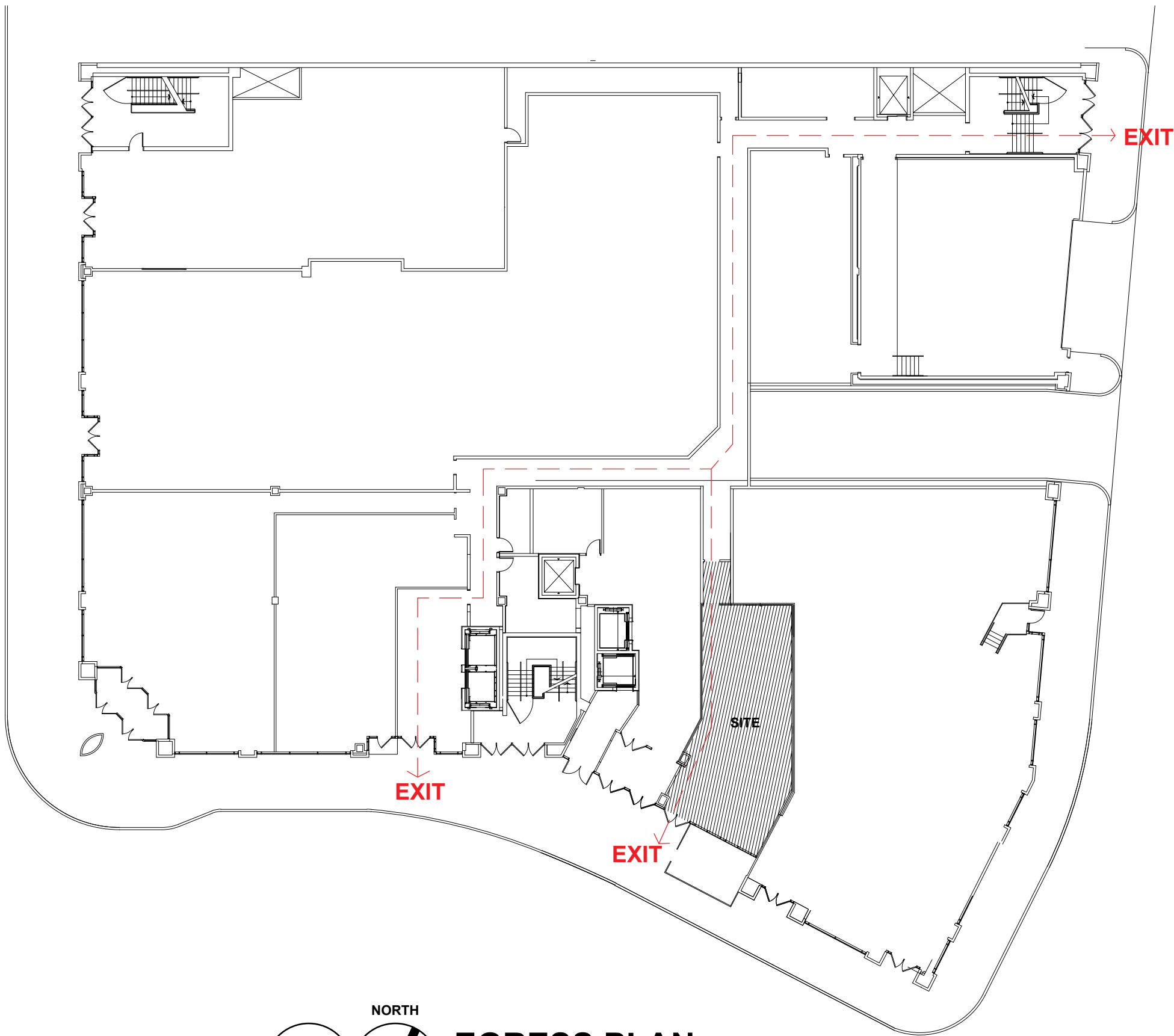
SPECIAL LAND USE PERMITS 11.17.21

Project no.

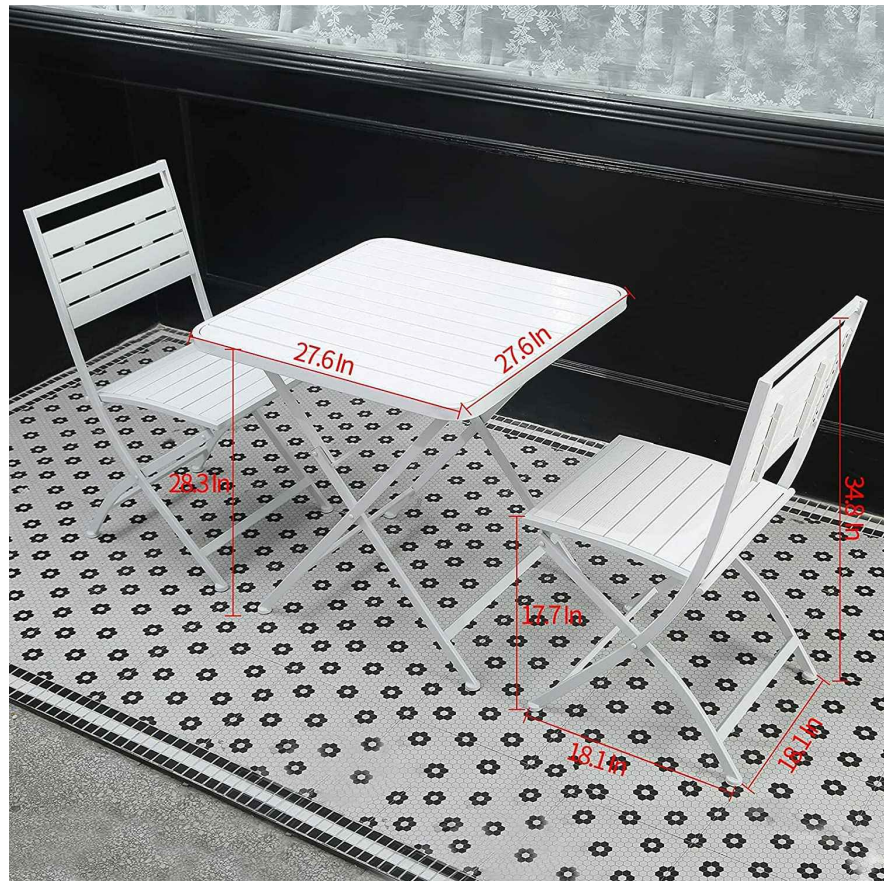
SYBIL 2057.20

Sheet no.

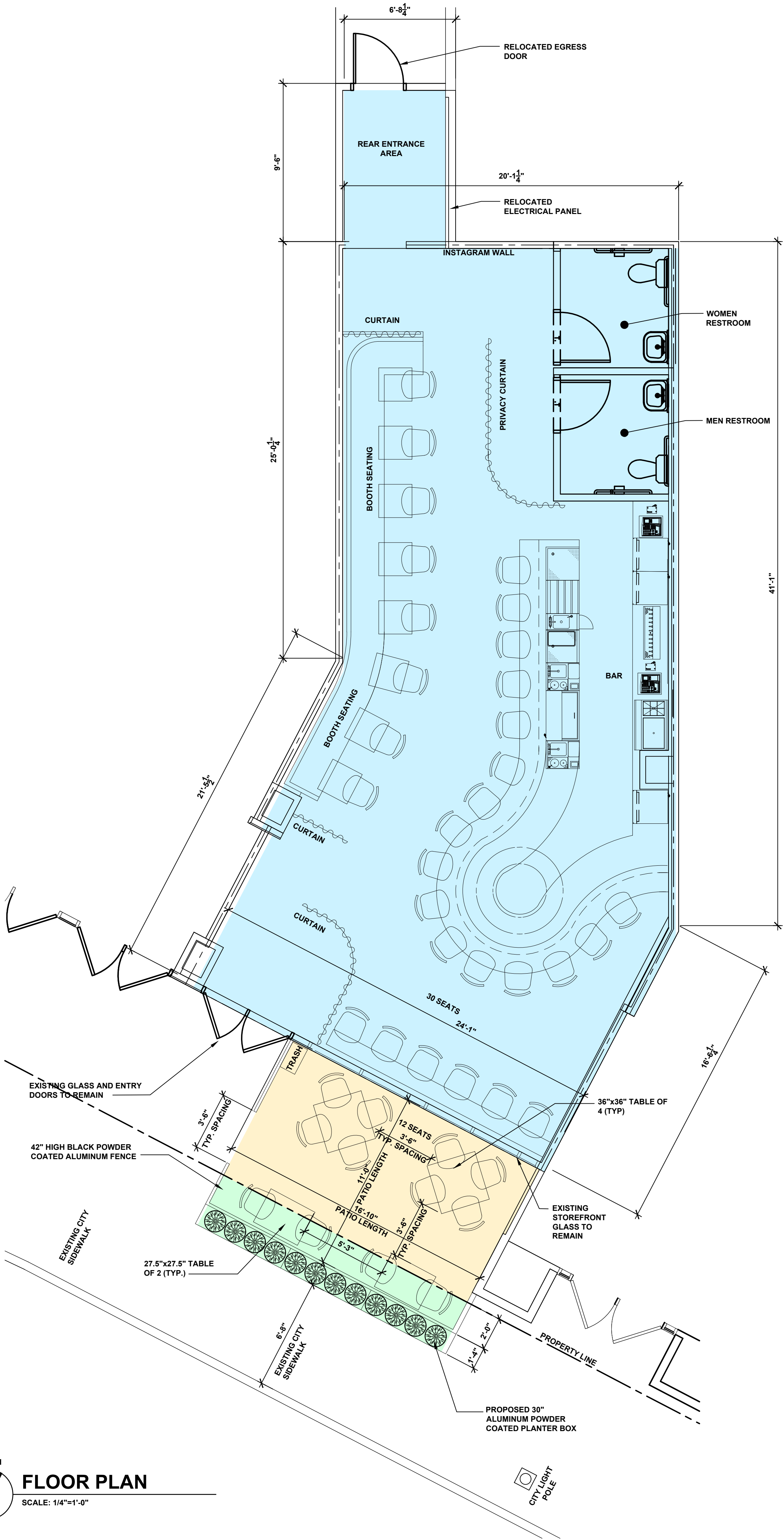
T.101



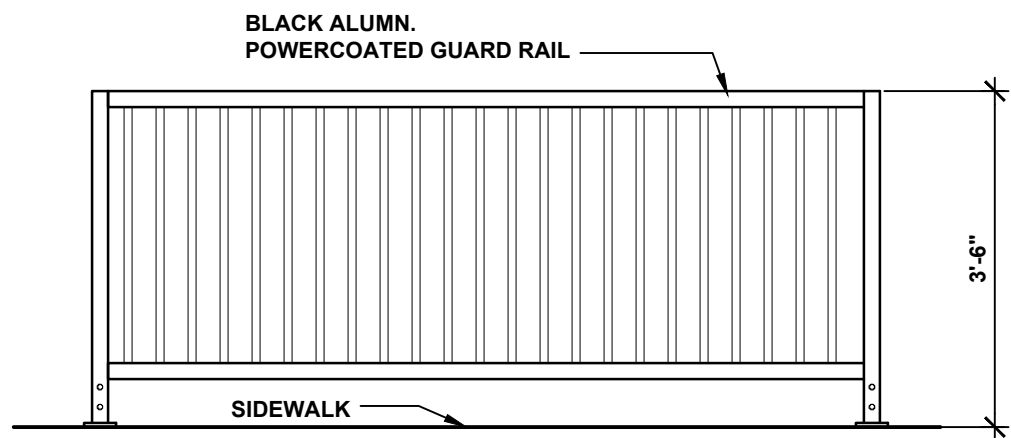
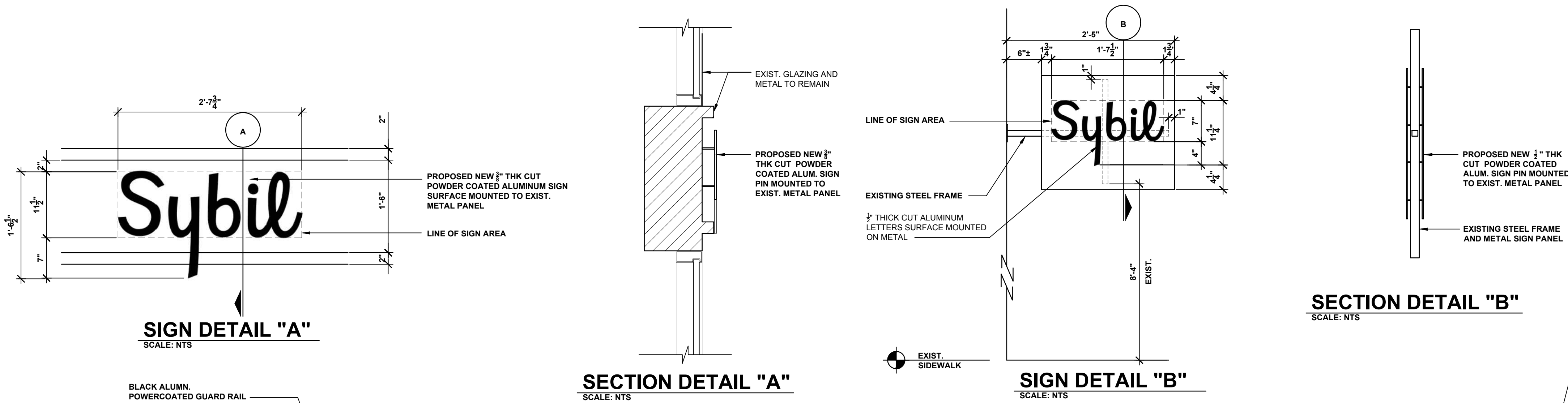
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A.101
NORTH
EGRESS PLAN
SCALE: NOT TO SCALE



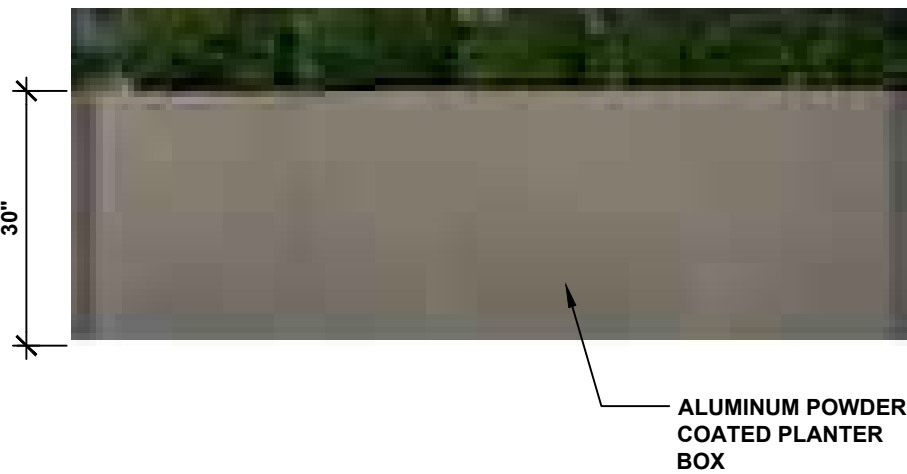
101.02
A.101
**PROPOSED METAL PATIO
CHAIRS AND TABLE-TYP.**
SCALE: NOT TO SCALE



101.01
A.101
NORTH
FLOOR PLAN
SCALE: 1/4"=1'-0"



GUARD RAIL PATIO ELEVATION
SCALE: NTS



PROPOSED PLANTERS
SCALE: NOT TO SCALE



PROPOSED FENCE
SCALE: NOT TO SCALE



42" HIGH ALUMINUM FENCE
EXISTING GLASS AND ENTRY DOORS TO REMAIN
PROPOSED 30" ALUMINUM POWDER COATED PLANTER BOX
EXISTING SIGN TO BE UPDATED -SEE SIGN DETAIL "B"

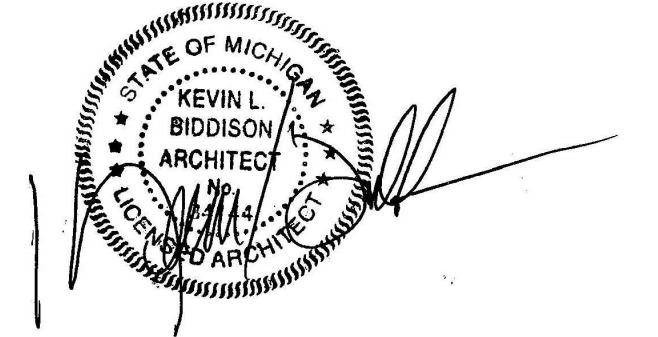
PROPOSED EXTERIOR ELEVATION
NOT TO SCALE

PROPOSED BUILDING RENOVATION FOR:
SYBIL

211 Hamilton Row
Birmingham, MI 48009

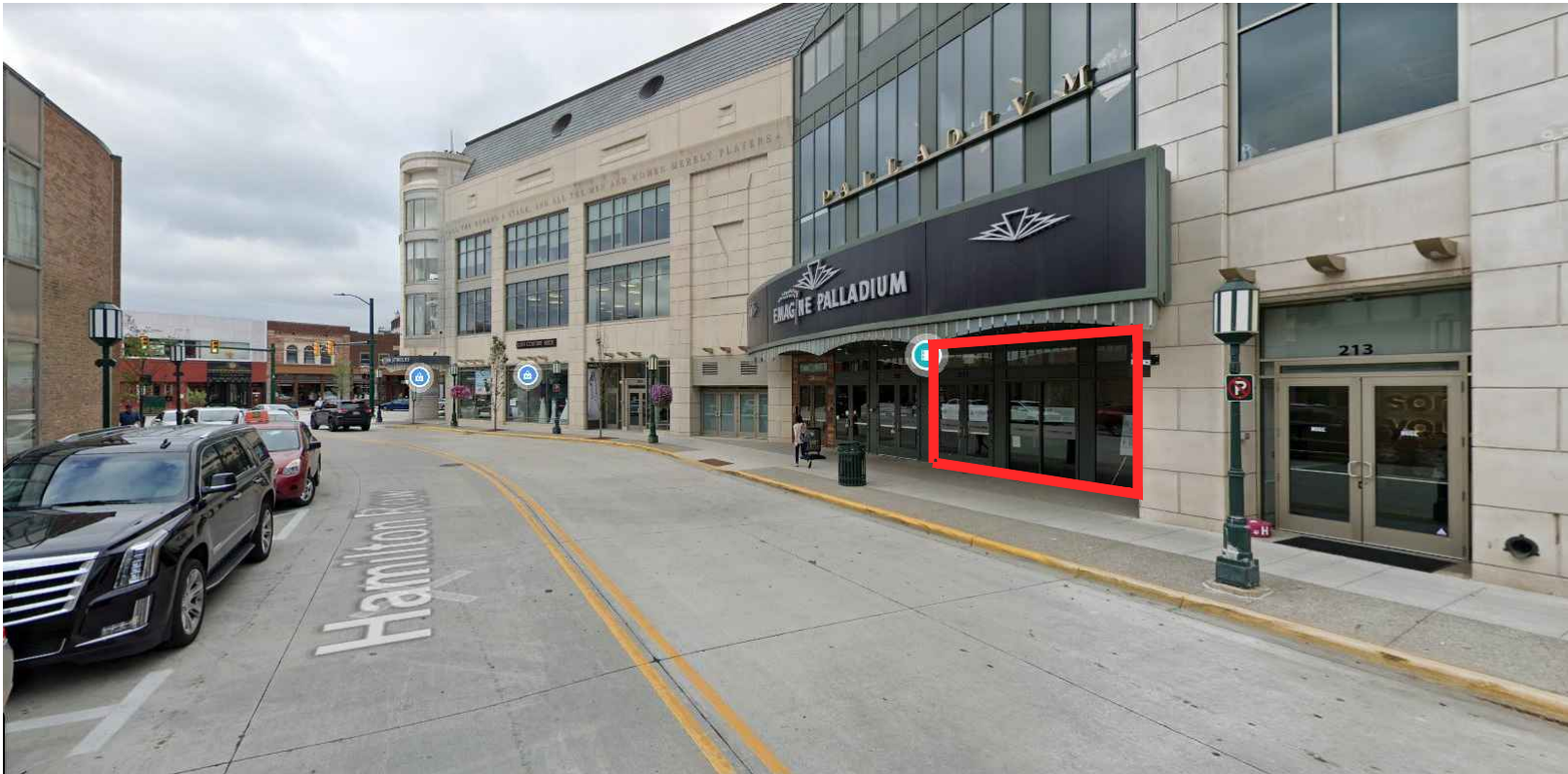
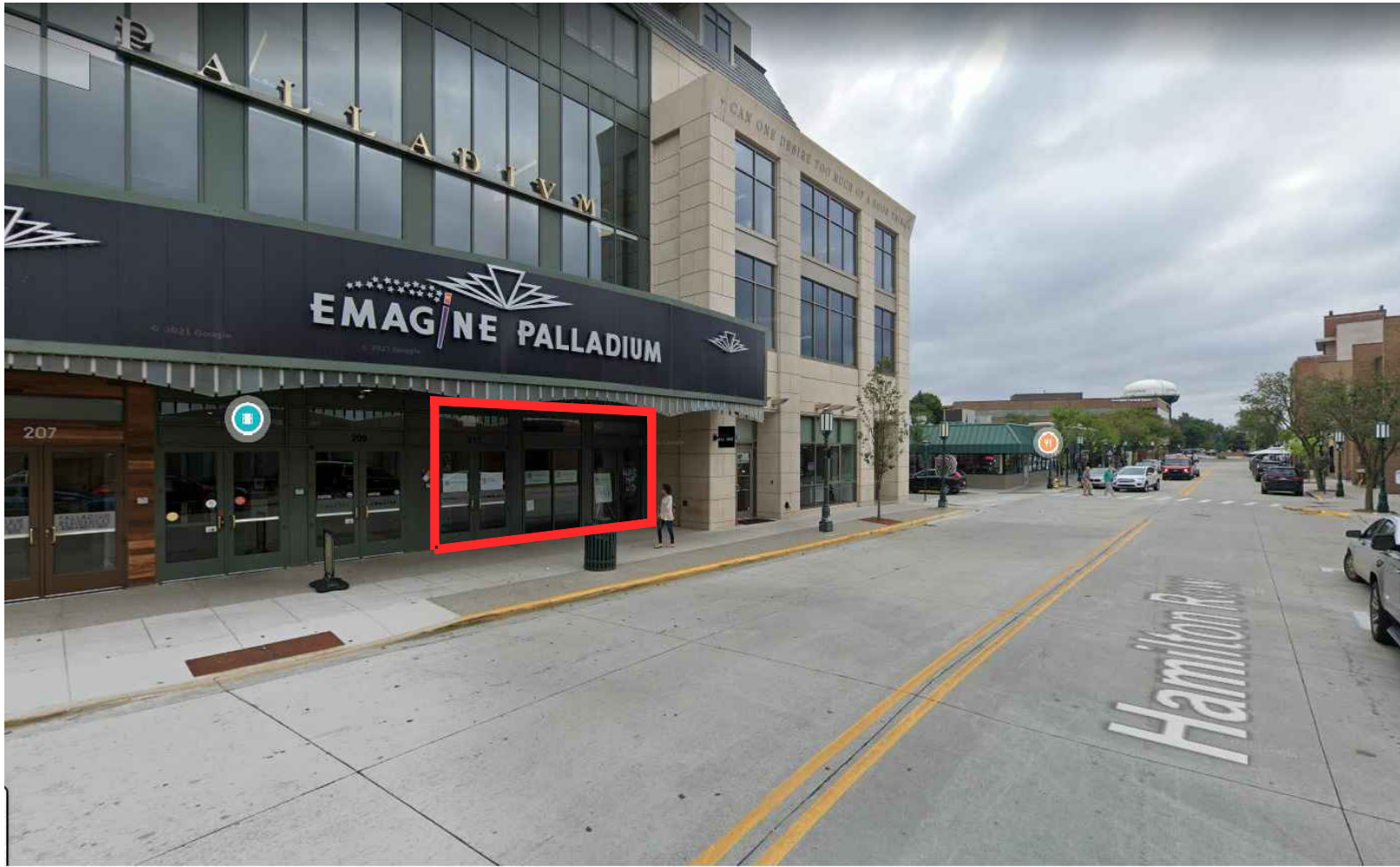
SLUP 11.17.21

EXISTING
CONDITIONS



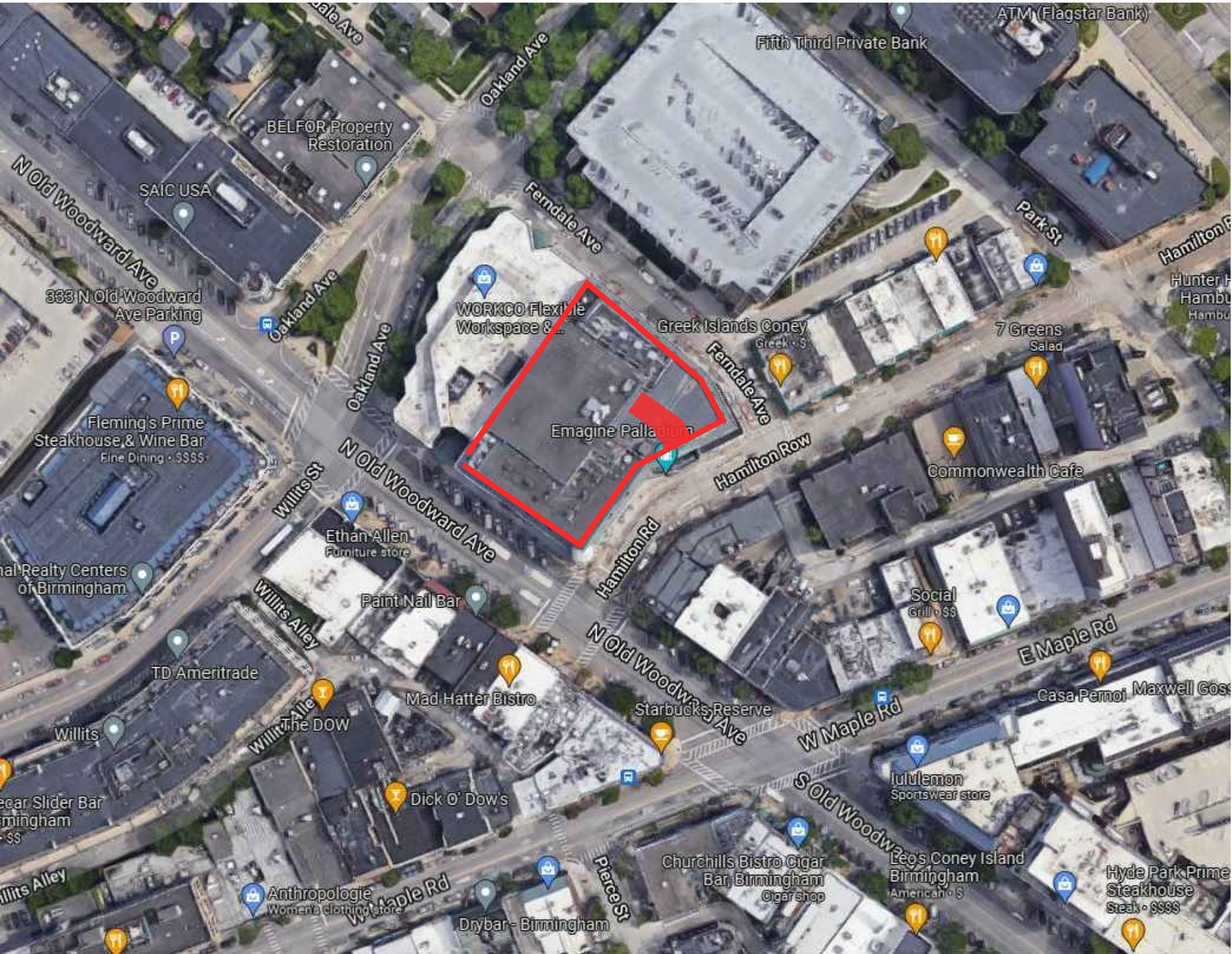
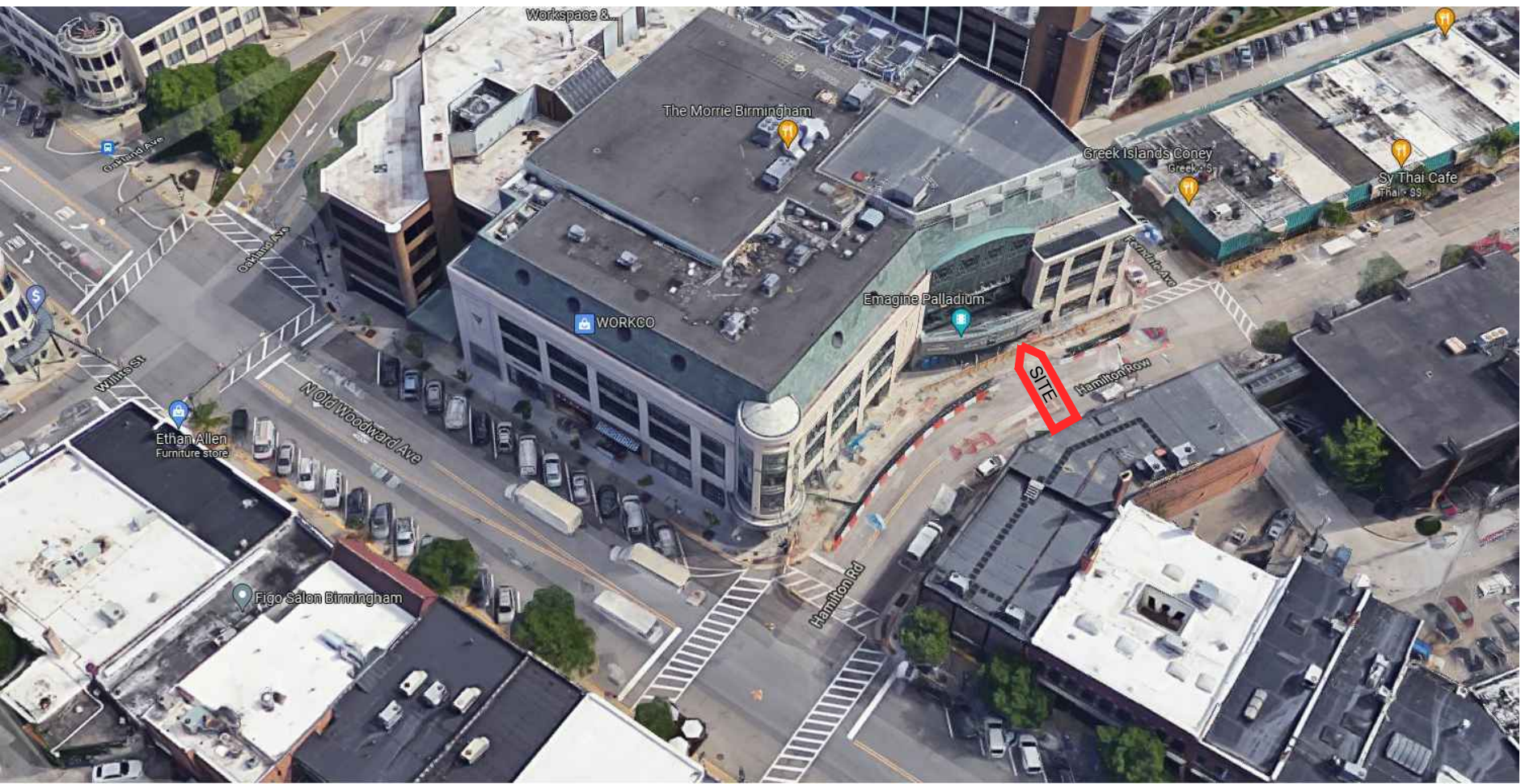
2057-20

SP.001



EXIST. SITE CONDITIONS - STREETSIDE VIEWS

NO SCALE



EXIST. SITE CONDITIONS - AERIAL VIEWS

NO SCALE



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE

Consultants

Project title

PROPOSED BUILDING RENOVATION FOR:
SYBIL

211 Hamilton Row
Birmingham, MI 48009

Issued dr/ch

SLUP 11.17.21

Sheet title

**INTERIOR
PERSPECTIVE
IMAGE**

Project no.

2057-20

Sheet no.

A.301



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE

Consultants

Project title

PROPOSED BUILDING RENOVATION FOR:
SYBIL

211 Hamilton Row
Birmingham, MI 48009

Issued dr/ch

SLUP 11.17.21

Sheet title

INTERIOR
PERSPECTIVE
IMAGE

Project no.

2057-20

Sheet no.

A.302



MEMORANDUM

Planning Division

DATE: December 16, 2021

TO: Planning Board Members

FROM: Nicholas Dupuis, Planning Director

SUBJECT: 211 Hamilton Row - Sybil – Special Land Use Permit, Final Site Plan & Design Review

The subject site, 211 Hamilton Row, is currently a vacant 1st floor tenant space within an existing 5-story commercial building on the corner of N. Old Woodward and Hamilton Row. The applicant has submitted a Special Land Use and Final Site Plan and Design Review application proposing a new restaurant serving alcoholic beverages for on premise consumption, which includes extensive interior renovations, and the addition of a new outdoor dining patio.

The new proposed restaurant, “Sybil”, is described as a small, intimate indoor setting featuring seasonal small plates paired with craft cocktails. The applicant has indicated that food will be prepared and provided through the adjacent kitchen of The Morrie restaurant. The proposed hours of operation are indicated as Wednesday-Sunday open until 2 AM, and Monday-Tuesday reserved for private events.

Chapter 10, Section 10-42 of the Birmingham Code of Ordinances states that any and all transfers of a license for consumption of intoxicating liquor on premises require the approval of the city commission of any kind including, but not limited to: ownership of the license; stock in a corporation that owns a license; interest in a license through any entity; or location of the licensed premises. The licensee must comply with all provisions of the contract and Special Land Use Permit, and any amendments thereto as a condition of granting of a requested transfer. Accordingly, the applicant must obtain a recommendation from the Planning Board on the Special Land Use and Final Site Plan/Design Review application, which is then reviewed for final consideration by the City Commission.

1.0 Land Use and Zoning

1. Existing Land Use – 5-story commercial building.
2. Zoning – B4 (Business-Residential) and D4 (Downtown Overlay)

3. Summary of Adjacent Land Use and Zoning –

	North	South	East	West
Existing Land Use	Commercial	Commercial	Commercial/ Parking	Commercial
Existing Zoning District	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential) & PP (Public Property)	B4 (Business-Residential)
Overlay Zoning District	D4	D4	D4 & P	D4

2.0 Setback and Height Requirements

As the applicant is moving into an existing tenant spaces with no changes to the building, there are currently no issues with bulk, height or placement with the Special Land Use Permit, Final Site Plan/Design Review application submitted.

3.0 Screening and Landscaping

1. Dumpster Screening – There are no changes proposed to the dumpster or screening on site. Although the applicant has not indicated as such, the Palladium contains an interior trash facility that may be used by the applicant.
2. Parking Lot Screening – There are no changes proposed to the parking conditions on site.
3. Mechanical Equipment Screening – There are no changes proposed to the mechanical equipment on site.
4. Landscaping – There are no changes proposed to landscaping on site.
5. Streetscape – There are no changes proposed to the streetscape adjacent to the tenant space. However, as the Department of Public Services comments indicate below, the new outdoor dining patio will likely displace an existing city trash can and bike rack.

4.0 Parking, Loading and Circulation

1. Parking – There are no changes to the parking requirements on site.
2. Loading – There are no changes to the loading requirements of the building.

3. Vehicular Circulation and Access – There are no changes proposed to the vehicular circulation and access.
4. Pedestrian Circulation and Access – There are no changes proposed to pedestrian access on site.

5.0 Lighting

The applicant is not proposing any new light fixtures as a part of this Special Land Use Permit, Final Site Plan and Design Review application.

6.0 Departmental Reports

1. Engineering Division – Please see attached Engineering Division Comments.
2. Department of Public Services – The Department of Public Services indicated that the installation of the proposed outdoor dining patio will require the relocation of a city trash can and bike rack.
3. Fire Department – Please see attached Fire Department comments.
4. Police Department – The Police Department has no concerns at this time.
5. Building Division – Please see attached Building Division comments.

7.0 Design Review

As the applicant is not proposing any changes to the exterior of the building, the Design Review will be limited to the outdoor dining patio and signage.

Outdoor Dining

The applicant is proposing a 12-seat, 192 sq. ft. outdoor dining patio directly in front of the tenant space. The patio is proposed to be contiguous, but will exist on both public and private property. The applicant will be expected to apply for an Outdoor Dining Permit annually, and enter into a lease agreement with the City for the use of public property as a part of that permit.

To define the space, the applicant is proposing a 42 in. black aluminum railing around all sides with a small opening on the west side, and an aluminum powder coated planter box along Hamilton Row. The specifications for the tables and chairs have not been provided. **The applicant must submit specification sheets for the proposed tables and chairs to ensure compliance with Article 4, Section 4.44 of the Zoning Ordinance.**

The applicant has also provided a dimension indicating that a 5 ft. 8 in. clear path will be maintained from the curb along Hamilton Row to the front of the planter boxes. This area is comprised of predominantly exposed aggregate, and will force pedestrians to take an awkward route around the outdoor dining patio. The Planning Division recommends that the Planning Board discuss the potential to reduce the size of the patio and redesign/relocate the planters to a different area to reduce the impact of the dining patio on pedestrian traffic.

Signage

The applicant indicated in the application that a new projecting sign will be placed on an existing bracket for the new tenant. However, no sign plans have been submitted at this time. Article 2, Section 2.02(A)(2) of the Sign Ordinance states that the City Commission shall hear and deny, approve, or approve with conditions, those signs for special land uses, after receiving the recommendation of the Planning Board. Thus, **the applicant must submit sign plans for review by the Planning Board prior to the public hearing at the City Commission.**

8.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	☐	☐	☒
Detailed and Scaled Site Plan	☒	☐	☐
Certified Land Survey	☐	☐	☒
Interior Floor Plans	☒	☐	☐
Landscape Plan	☐	☐	☒
Photometric Plan	☐	☐	☒
Colored Elevations	☐	☐	☒
Material Specification Sheets	☐	☒	☐
Material Samples	☐	☐	☒
Site & Aerial Photographs	☒	☐	☐

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 nor diminish the value thereof.

- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

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

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

10.0 Recommendation

Based on a review of the site plan submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** to the City Commission the Special Land Use and Final Site Plan/Design Review application for 211 Hamilton Row – Sybil – with the following conditions:

1. The applicant must submit specification sheets for the proposed tables and chairs to ensure compliance with Article 4, Section 4.44 of the Zoning Ordinance;
2. The applicant must submit sign plans for review by the Planning Board prior to the public hearing at the City Commission; and
3. The applicant must comply with the requests of all City Departments.

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

Motion to recommend **APPROVAL** to the City Commission the Special Land Use Permit for 211 Hamilton Row – Sybil – subject to the conditions of Final Site Plan & Design Review approval.

OR

Motion to **POSTPONE** the Special Land Use Permit for 211 Hamilton Row – Sybil – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to recommend **DENIAL** to the City Commission the Special Land Use Permit for 211 Hamilton Row – Sybil – for the following reasons:

1. _____
2. _____
3. _____

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

Motion to recommend **APPROVAL** to the City Commission the Final Site Plan & Design Review for 211 Hamilton Row – Sybil – with the following conditions:

1. The applicant must submit specification sheets for the proposed tables and chairs to ensure compliance with Article 4, Section 4.44 of the Zoning Ordinance;
2. The applicant must submit sign plans for review by the Planning Board prior to the public hearing at the City Commission; and
3. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review for 211 Hamilton Row – Sybil – pending receipt of the following:

1. The applicant must submit specification sheets for the proposed tables and chairs to ensure compliance with Article 4, Section 4.44 of the Zoning Ordinance;
2. The applicant must submit sign plans for review by the Planning Board prior to the public hearing at the City Commission; and
3. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend the **DENIAL** to the City Commission the Final Site Plan & Design Review for 211 Hamilton Row – Sybil – for the following reasons:

1. _____
2. _____
3. _____



MEMORANDUM

(Engineering)

DATE: December 8, 2021

TO: Nicholas Dupuis, Planning Director

FROM: Scott D. Zielinski, Assistant City Engineer

SUBJECT: 211 Hamilton Row (Sybil) Plan comments

As requested the Engineering Department has reviewed the preliminary drawings for 211 Hamilton Row, Proposed Building Renovation for SYBIL.

The engineering department is assuming that the facility plans to continue to use the water and sewer connections / leads to the water and sewer mains as they exist from the public.

Before the Engineering Department can approve the use of the exposed aggregate concrete as the primary walkway, the designer would need to evaluate the planned walking path for ADA compliance. If this area is not to ADA compliance the walking path cannot be diverted into this space. Alternatively design considerations should include keeping a clear 5 foot wide walkway in the existing regular concrete walkway, either eliminating the high-top tables or moving them into the exposed aggregate area.



CITY OF BIRMINGHAM FIRE DEPARTMENT

572 SOUTH ADAMS • BIRMINGHAM, MICHIGAN 48009 • 248.530.1900 FAX 248.530.1950

211 Hamilton Development

Review Comments

1. Submit plans for fire suppression and alarm installation / renovations.
2. Follow all life safety requirements per International Fire Code 2015 edition.
3. Knox box installation.
4. Follow all outdoor dining structure requirements.
5. Final occupant load determined by Building Official and determined after site plan reviews.

If you have any questions please contact my office at: 248-530-1903.

Sincerely,

Jack D. Pesha

Fire Marshal

Birmingham Fire Department

jpesha@bhamgov.org

CITY OF BIRMINGHAM
Community Development – Building Department
151 Martin Street, Birmingham, MI 48009

December 8, 2021

RE: Final Site Plan Review Comments
211 Hamilton, SYBIL

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

Applicable Building Codes:

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

Review Comments:

1. The proposed outdoor dining extends two tables and four chairs into the defined walking path of the sidewalk. Pedestrians would have to walk around this area onto the exposed aggregate that may not be accessible. This design seems to interrupt pedestrian flow on this busy sidewalk.

320 Martin Street Suite 10
Birmingham, Michigan 48009
t:248.554.9500
Contact Person: Kevin Biddison
e.mail: kb@biddison-ad.com

PROPOSED BUILDING RENOVATION FOR:

SYBIL

PROJECT LOCATION:

211 HAMILTON ROW,
BIRMINGHAM, MI 48009

ZONED: D-4 OVERLAY

APPLICANT INFORMATION

AFB HOSPITALITY GROUP LLC
27387 WOODWARD AVE.
BERKLEY MI 48072

T. 248.629.9221X205
E. AFB@AFBHOSPITALITYGROUP.COM

GENERAL CONTRACTOR:

TOWER CONSTRUCTION
3883 TELEGRAPH RD., SUITE 200 . BLOOMFIELD TWP., MI 48302

P. 248.287.8200
F. 248.287.8203

SHEET INDEX:

T.101 TITLE SHEET
SP.001 EXISTING CONDITIONS

A.101 FLOOR PLAN
A.201 EXTERIOR ELEVATION

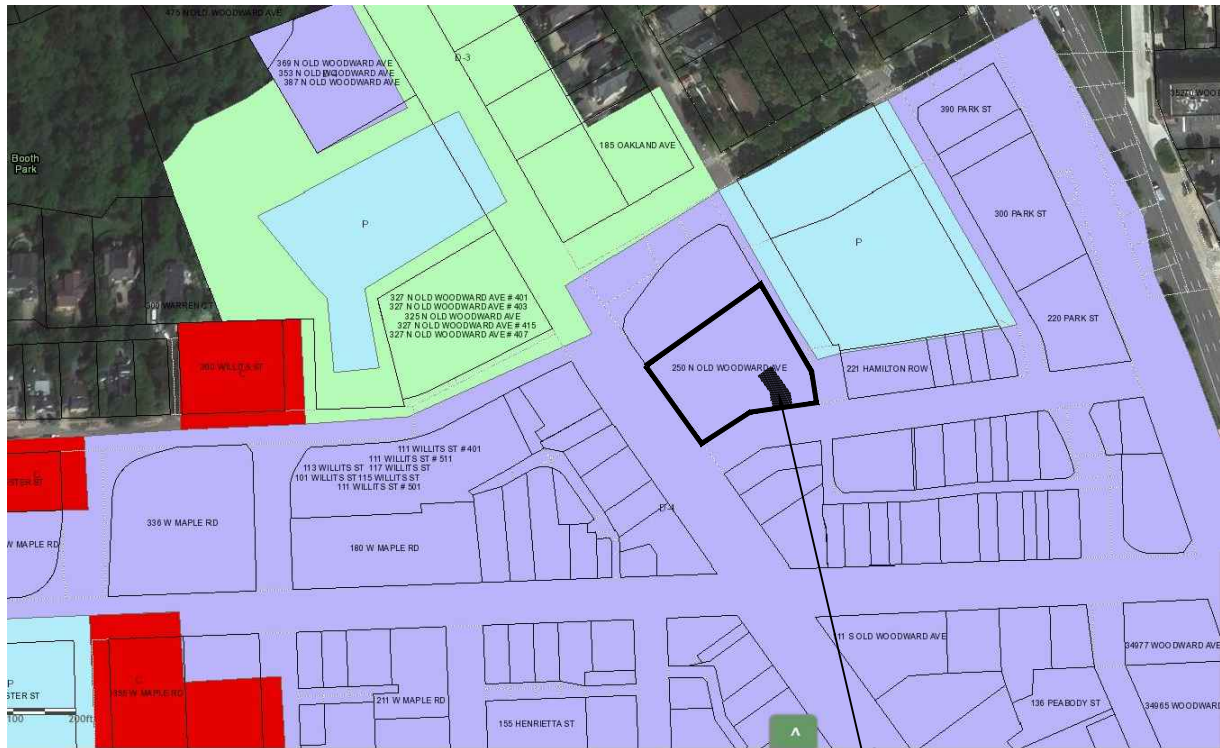
A.301 INTERIOR PERSPECTIVES
A.302 INTERIOR PERSPECTIVES

FIRE SUPPRESSION NOTE:

THE BUILDING IS PROVIDED WITH A FULLY AUTOMATIC FIRE PROTECTION SPRINKLER SYSTEM INSTALLED (FIRE SUPPRESSION SYSTEM) - WORK WILL BE DESIGNED TO MEET M.B.C. REQUIREMENTS AND CITY OF BIRMINGHAM INSPECTION & PERMIT APPROVAL. FACTORY MUTUAL STANDARDS AND SPECIFICATIONS SHALL ALSO BE USED WHERE NOT OTHERWISE IN CONFLICT WITH LOCAL STANDARDS. SPRINKLER CONTRACTOR SHALL BE FULLY LICENSED AND BE RESPONSIBLE FOR PREPARATION OF ENGINEERED DRAWINGS, SUBMISSION OF DRAWINGS TO ALL LOCAL AND STATE AGENCIES FOR APPROVAL AND FOR COORDINATION OF REQUIREMENTS WITH OWNERS AND TENANTS INSURANCE CARRIER.

FIRE EXTINGUISHER NOTE:

TYPE 2A FIRE EXTINGUISHERS SHALL BE PROVIDED AND SPACED A MAX. OF 75' APART PER SECTION 906.1 OF THE 2013 INTERNATIONAL FIRE CODE AND / OR BY THE DIRECTION OF THE FIRE MARSHAL.



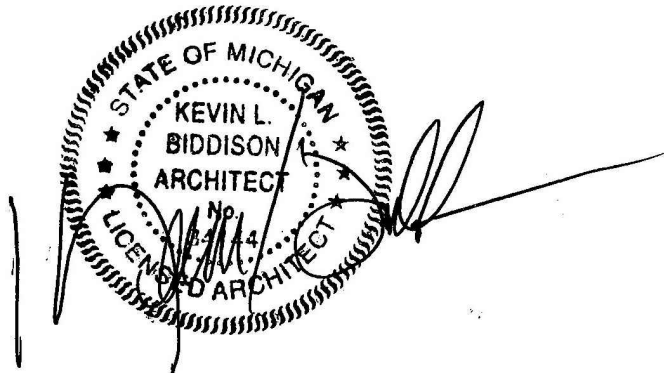
NORTH
ZONING MAP
SCALE: NOT TO SCALE

PROJECT LOCATION:
211 HAMILTON ROW
ZONED - D4 OVERLAY



NORTH
LOCATION MAP
SCALE: NOT TO SCALE

PROJECT LOCATION:
211 HAMILTON ROW



Consultants

Project data

GOVERNING CODES:

2015 MICHIGAN BUILDING CODE
2015 MICHIGAN PLUMBING CODE
2015 MICHIGAN MECHANICAL CODE
2015 MICHIGAN REHABILITATION CODE
2015 INTERNATIONAL FUEL GAS CODE
MICHIGAN ELECTRICAL CODE, 2017 N.E.C.
W/ PART 8 STATE AMENDMENTS
ICC/ANSI A117.1-2015 AND MICHIGAN
BARRIER FREE DESIGN LAW OF PUBLIC
ACT 1 OF 1966 AS AMENDED
MICHIGAN UNIFORM ENERGY CODE RULES
PART 10 WITH ANSI/ASHRAE/IESNA
STANDARD 90.1-2015
2015 INTERNATIONAL FIRE CODE
NFPA 13 - 2010
NFPA 72 - 2010

TENANT AREA: 1,194.5 SQFT + 192 SQFT (PATIO)

BUILDING USE: A-2 RESTAURANT

TYPE OF CONSTRUCTION:

2012 MBC: TYPE IIA (PROTECTED)
NFPA 220: TYPE II-000

Issued for

SPECIAL LAND USE PERMITS 11.17.21

Project no.

SYBIL 2057.20

Sheet no.

T.101

Consultants

Project title

PROPOSED BUILDING RENOVATION FOR:
SYBIL

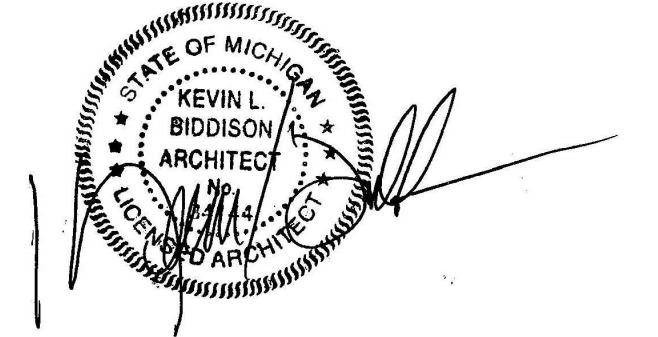
211 Hamilton Row
Birmingham, MI 48009

Issued dr/ch

SLUP 11.17.21

Sheet title

**EXISTING
CONDITIONS**

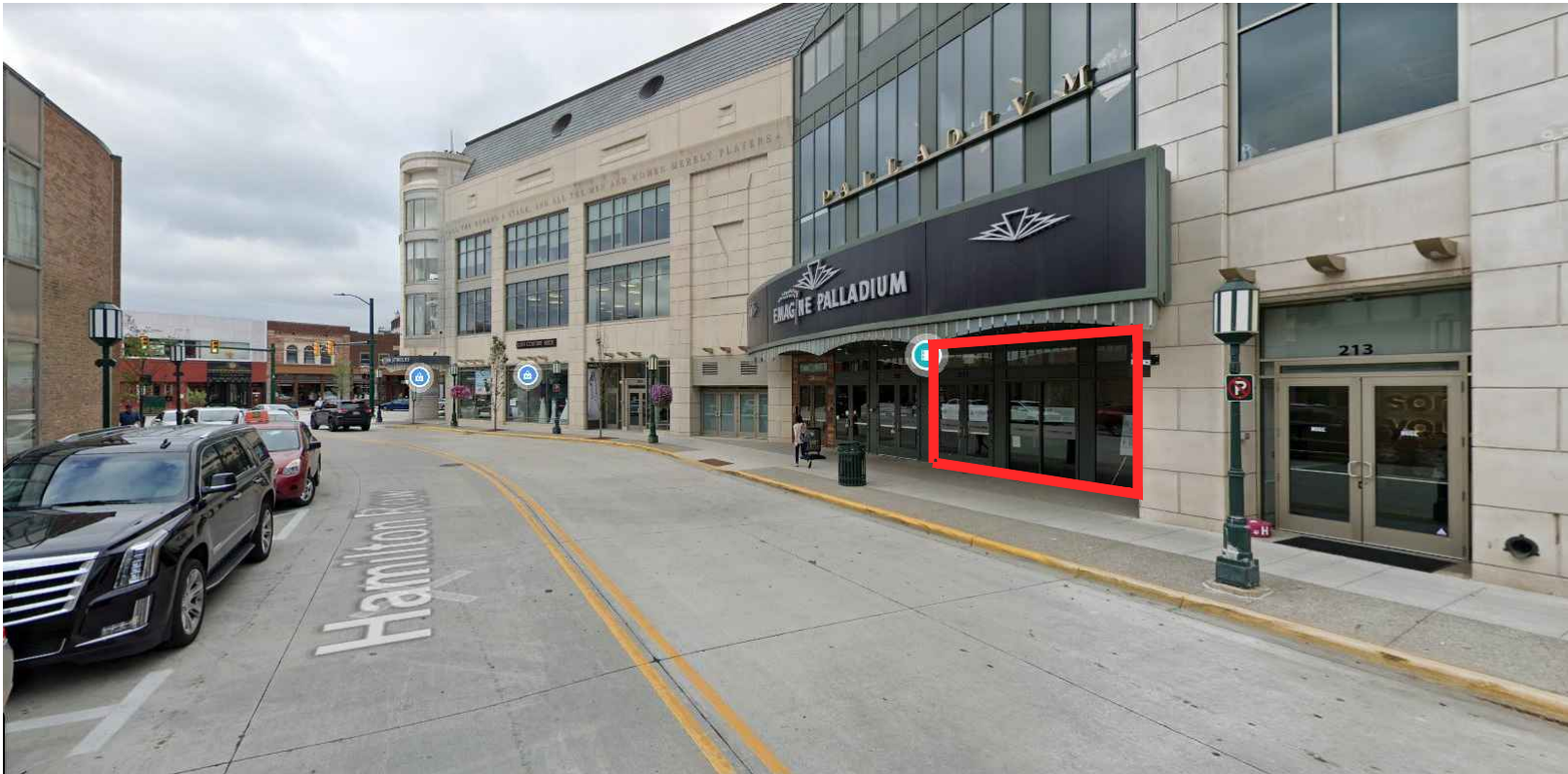
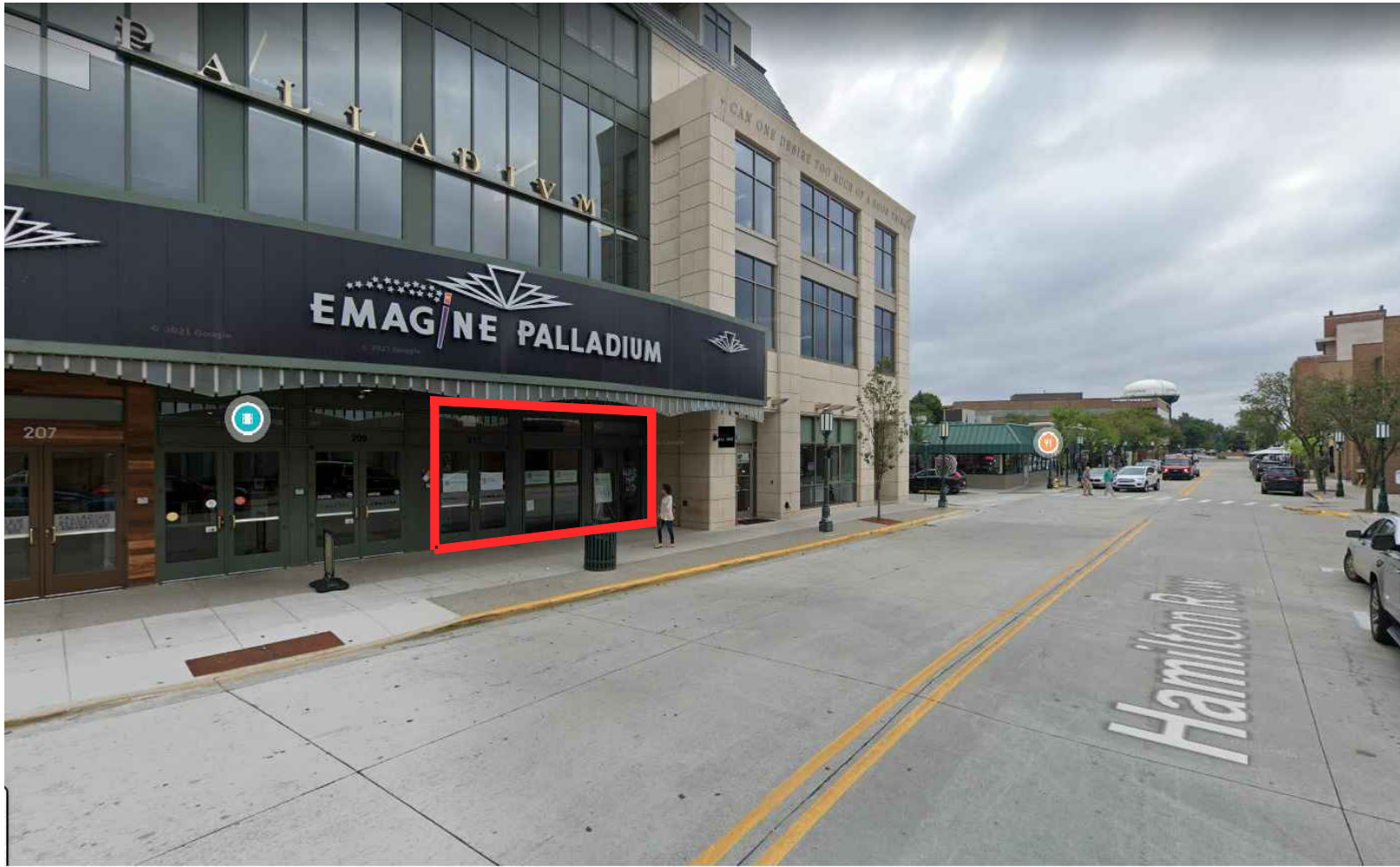


Project no.

2057-20

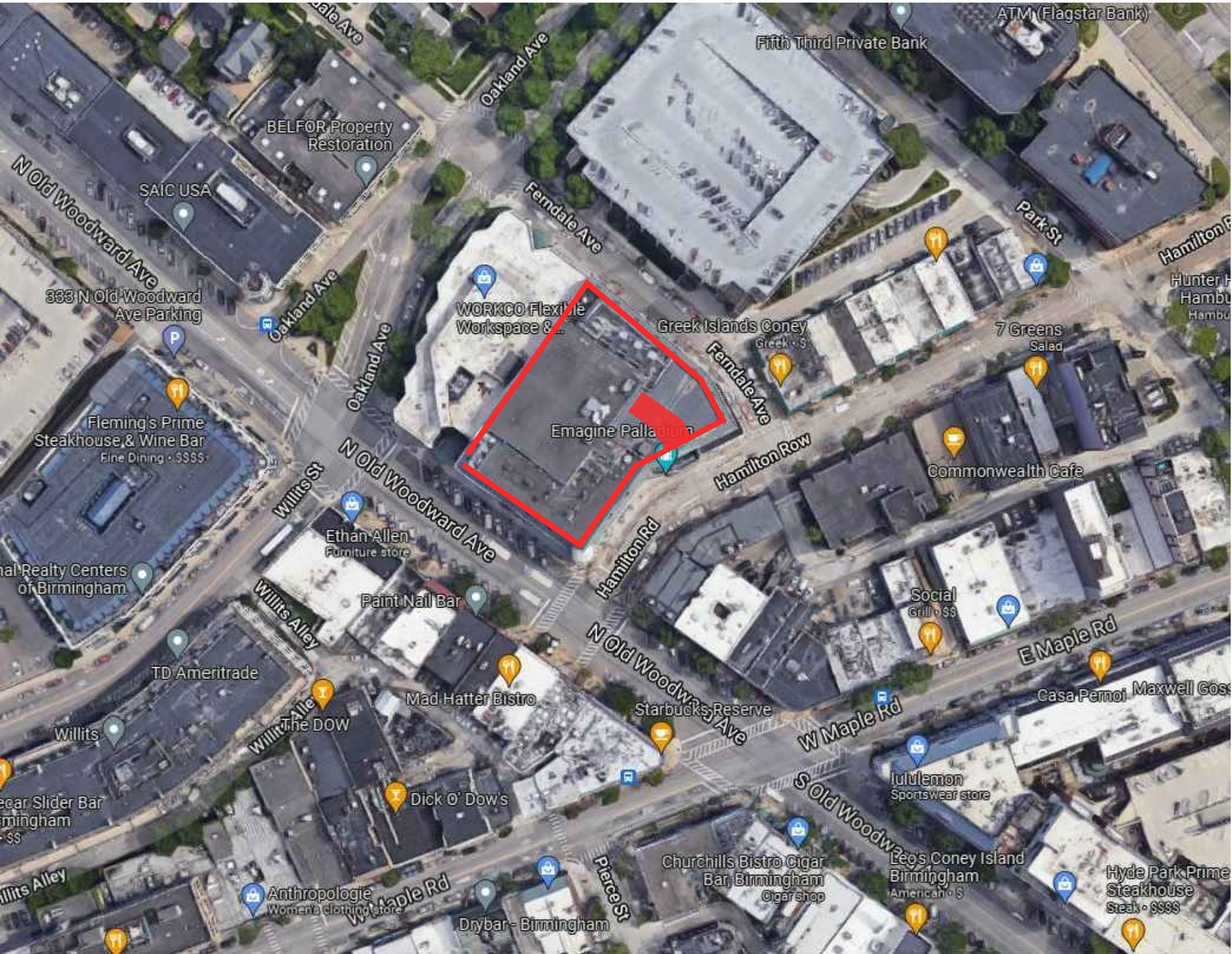
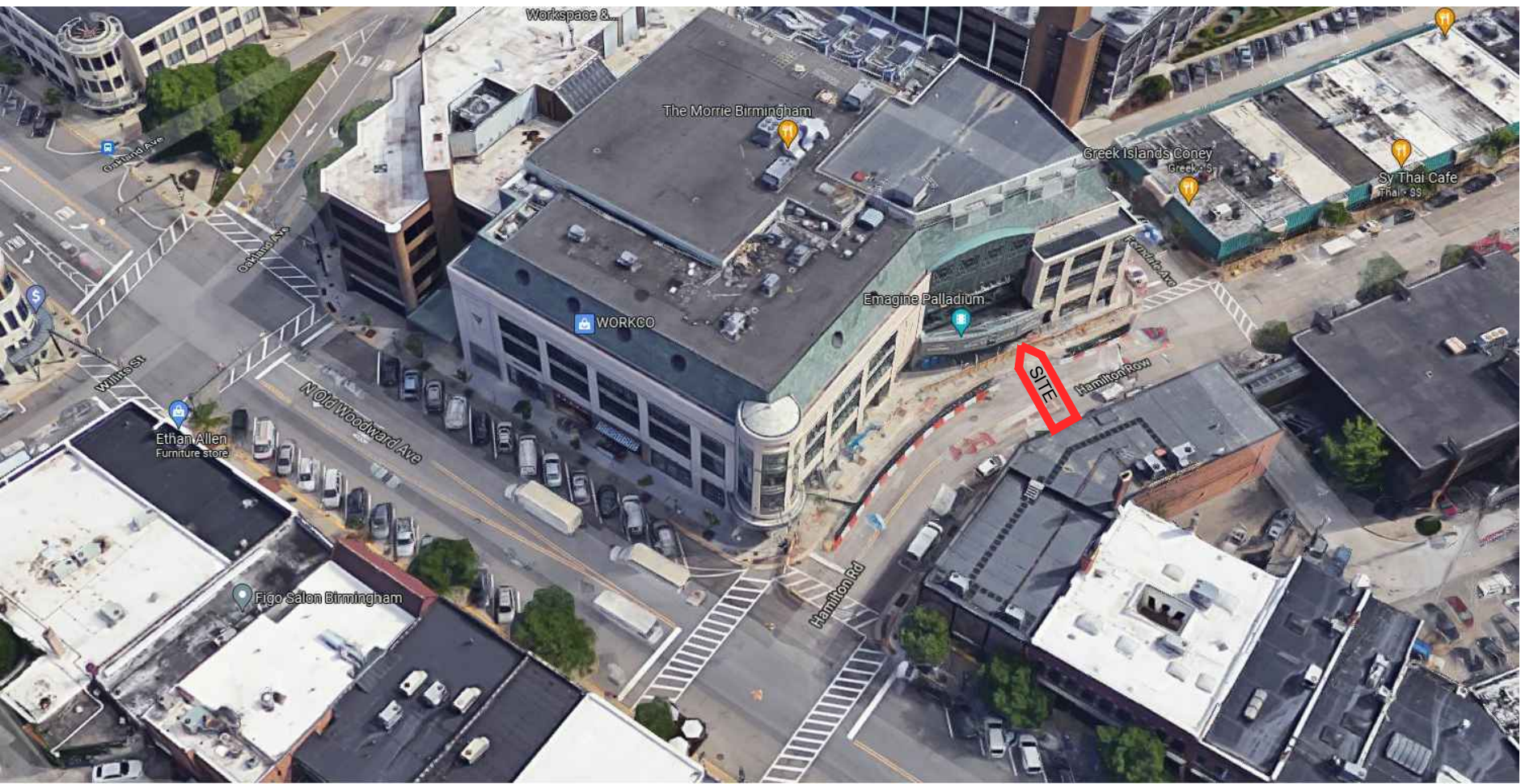
Sheet no.

SP.001



EXIST. SITE CONDITIONS - STREETSIDE VIEWS

NO SCALE



EXIST. SITE CONDITIONS - AERIAL VIEWS

NO SCALE

Consultants

Project title

PROPOSED BUILDING RENOVATION FOR:
SYBIL

211 Hamilton Row
Birmingham, MI 48009

Issued dr/ch

SLUP 11.17.21

Sheet title

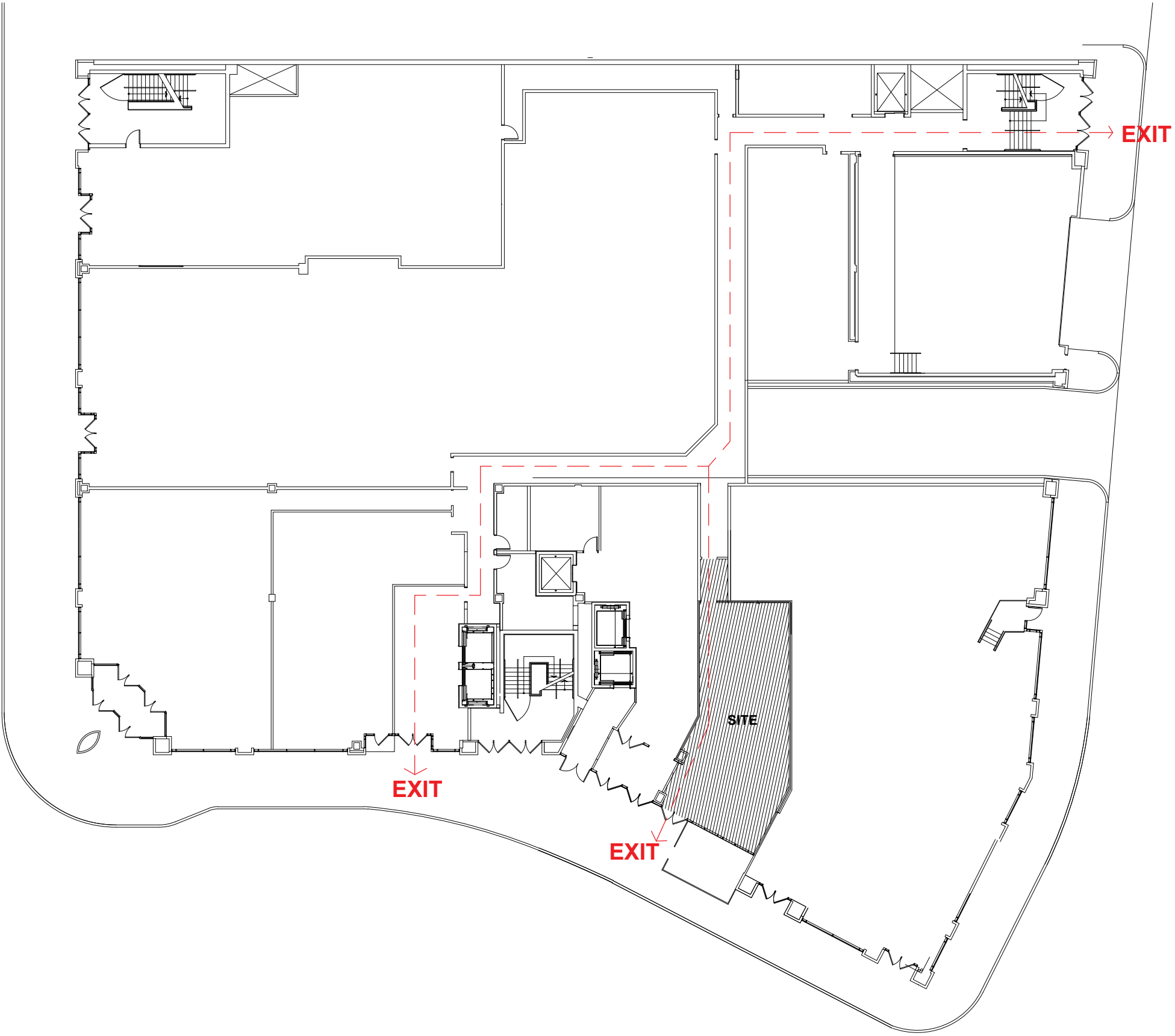
FLOOR PLAN

Project no.

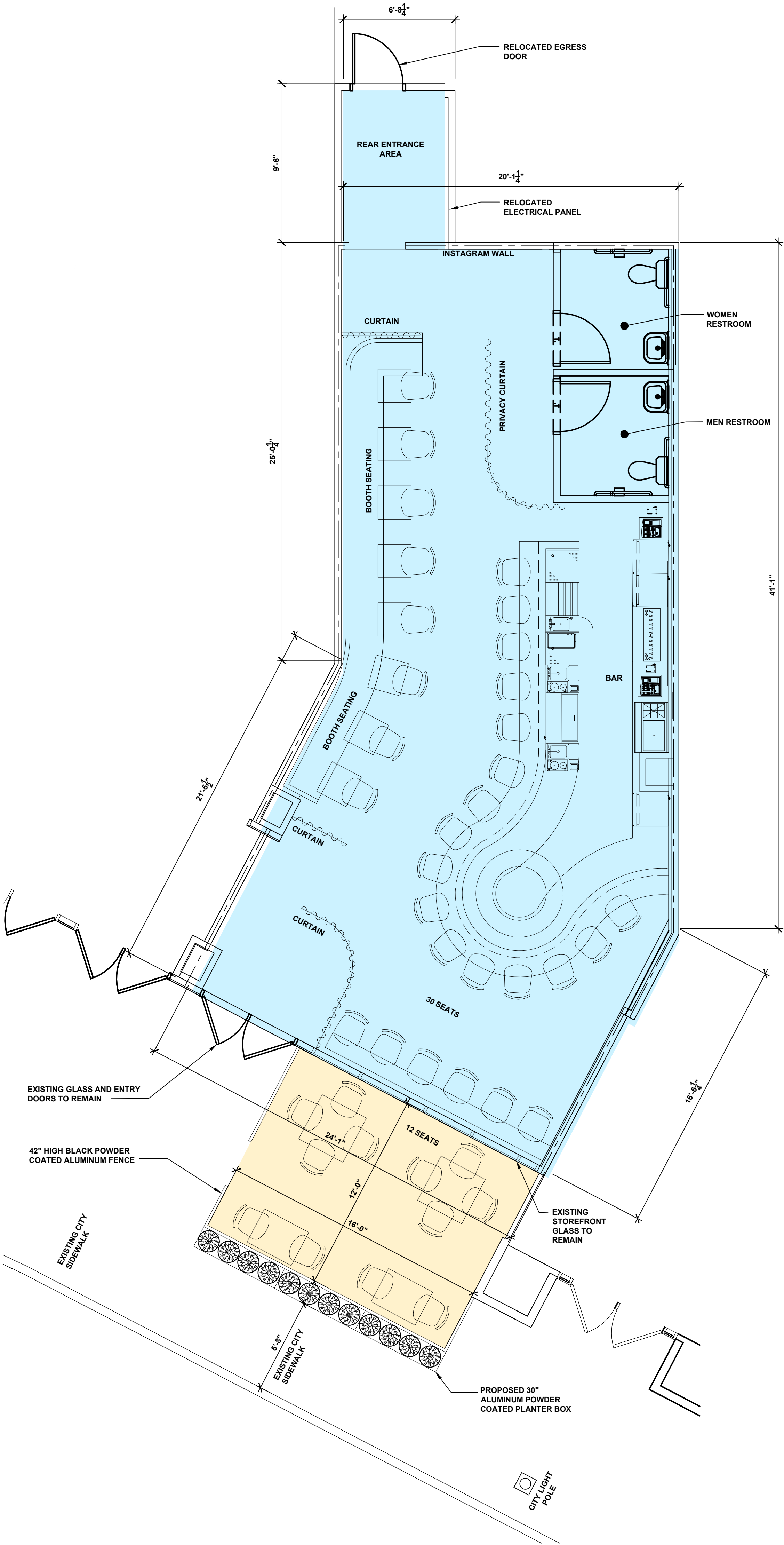
2057-20

Sheet no.

A.101



NORTH
EGRESS PLAN
SCALE: NOT TO SCALE



NORTH
FLOOR PLAN
SCALE: 1/4"=1'-0"

Consultants

Project title

PROPOSED BUILDING RENOVATION FOR:
SYBIL

211 Hamilton Row
Birmingham, MI 48009

Issued dr/ch

SLUP 11.17.21

Sheet title

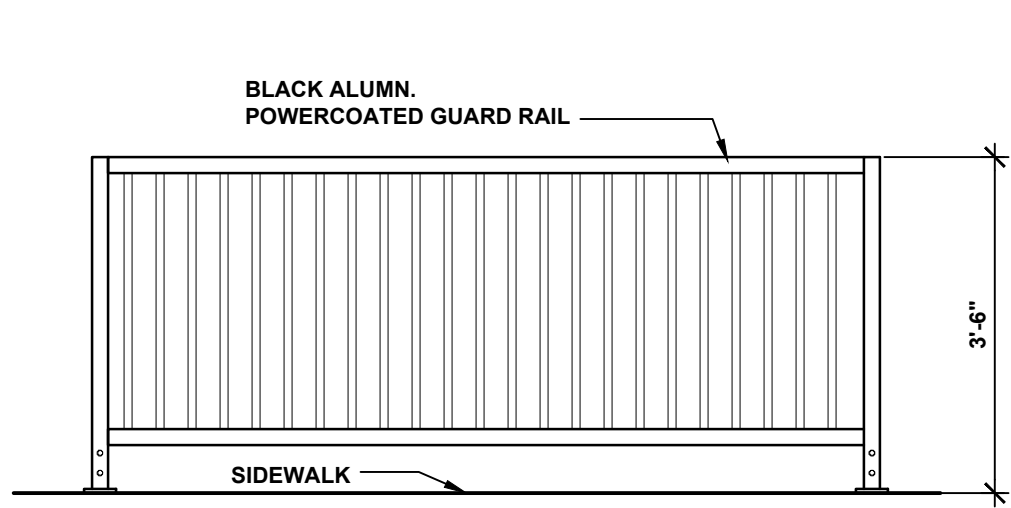
EXTERIOR
ELEVATION

Project no.

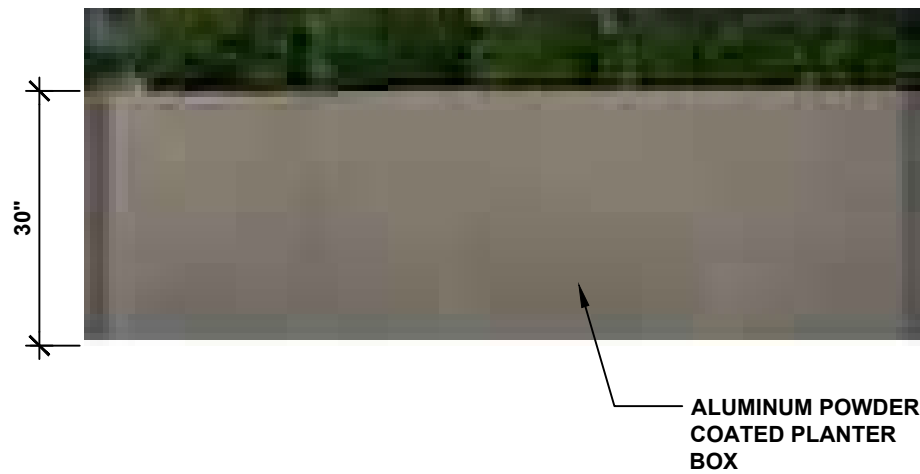
2057-20

Sheet no.

A.201



GUARD RAIL PATIO ELEVATION
SCALE: NTS



PROPOSED PLANTERS
SCALE: NOT TO SCALE



PROPOSED FENCE
SCALE: NOT TO SCALE



PROPOSED EXTERIOR ELEVATION
NOT TO SCALE



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE

Consultants

Project title

PROPOSED BUILDING RENOVATION FOR:
SYBIL

211 Hamilton Row
Birmingham, MI 48009

Issued dr/ch

SLUP 11.17.21

Sheet title

**INTERIOR
PERSPECTIVE
IMAGE**

Project no.

2057-20

Sheet no.

A.301



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE

FOR REFERENCE NOT TO SCALE

Consultants

Project title

PROPOSED BUILDING RENOVATION FOR:
SYBIL

211 Hamilton Row
Birmingham, MI 48009

Issued dr/ch

SLUP 11.17.21

Sheet title

INTERIOR
PERSPECTIVE
IMAGE

Project no.

2057-20

Sheet no.

A.302



Roll over image to zoom in



Color: **White 3 Piece Patio Sets**



\$219.99



\$219.99

Color	White 3 Piece Patio Sets
Brand	OUSHUAI
Item Dimensions LxWxH	29.53 x 4.72 x 17.72 inches
Style	Garden

About this item

- 🪑 **【 Simple but Chic Design 】** This 3 Pieces modern Bistro Patio Set is simple in design but it is chic enough to fit into any style home or office decor.
- 🪑 **【 EASY TO MOVE 】** The unfolded dimensions of the folding chair: the seat height is 17.7 inch, the seat width is 18.1 *18.1 inch, and the back height is 34.8 inch. The size of the card table is 27.6L * 27.6W * 28.3H inch when it is in use, and it takes up a small space. But the entire table can be folded in seconds and can be easily hidden in the corner when you want to turn your deck into a dance floor.
- 🪑 **【 VERSATILITY AND ECONOMY 】** When you want to rearrange the place, you don't need to call a couple of burly young men to move this patio furniture. Each piece can be folded up, so it's easy to put it under your arm and get taken away. Set it up in a courtyard, garden, patio, Or by the pool then invite the hunks over for a pool party!
- 🪑 **【 Anti-slip and Stable 】** Both the chairs and the table come equipped with high-quality long-lasting rubber feet, so the legs won't damage hardwood floors or other flooring. They also prevent slippage and slide-age when your guests start to get a little rambunctious. The simple crossbar-structure design maximizes stability.
- 🪑 **【 Warranty FOR A YEAR 】** We offer a one year warranty on all our outdoor furniture sets and if any parts are defective we will promptly replace it—no questions asked. There's no difficult assembly required. anyone can put the whole set together in no time with the free tool kit provided. Our friendly support staff is happy to help you with any questions you have.



Special Land Use Permit Application

Planning Division

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

1. Applicant

Name: AFB HOSPITALITY GROUP LLC

Address: 27387 WOODWARD AVE
BERKELEY MI 48072

Phone Number: 248-629-9221x205

Fax Number: 248-629-9242

Email address: afb@afbhospitalitygroup.com

2. Property Owner

Name: A F JONNA C/O JENNIFER WALKER

Address: 4036 TELEGRAPH RD SUITE 201
BLOOMFIELD HILLS MI 48302

Phone Number: 248-543-6200 X 107

Fax Number: 248-593-6203

Email address: jwalker@afjonna.com

3. Applicant's Attorney/Contact Person

Name: SCOTT D MACDONALD

Address: 39555 ORCHARD HILL PLACE
SUITE 737 NOVI, MI 48375

Phone Number: 248-865-8866

Fax Number: 248-865-8822

Email address: scott@macdonald-low.com

4. Project Designer/Developer

Name: BIDDISON ARCHITECTURE

Address: 320 MARTIN ST SUITE LL10
BIRMINGHAM MI 48009

Phone Number: 248-554-9500

Fax Number: _____

Email address: kb@biddison-ad.com

5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:

- i. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
- ii. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
- iii. A certified Land Survey;
- iv. Interior floor plans;

- v. A Landscape Plan;
- vi. A Photometric Plan;
- vii. Colored elevation drawings for each building elevation;

- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Warranty Deed, or Consent of Property Owner if applicant is not the owner;
- VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

6. Project Information

Address/Location of the property: 211 HAMILTON ROW
BIRMINGHAM, MI 48009

Name of development: SYBIL

Sidwell #: 1925453011

Current Use: _____

Proposed Use: A-2 RESTAURANT

Area of Site in Acres: _____

Current zoning: D-4 OVERLAY

Is the property located in the floodplain? NO

Name of Historic District Site is located in: _____

Date of Historic District Commission Approval: _____

Date of Application for Preliminary Site Plan: _____

Date of Preliminary Site Plan Approval: _____

Date of Application for Final Site Plan: _____

Date of Final Site Plan Approval: _____

Date of Application for Revised Final Site Plan: _____

Date of Revised Final Site Plan Approval: _____

Date of Design Review Board Approval: _____

Is there a current SLUP in effect for this site? _____

Date of Application for SLUP: _____

Date of SLUP Approval: _____

Date of Last SLUP Amendment: _____

Will proposed project require the division of platted lots? _____

Will proposed project require the combination of platted lots? _____

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

INTERIOR RENOVATION OF THE FORMER CRYO SPACE, ALL EXISTING STOREFRONT GLASS AND ENTRY DOORS TO REMAIN, EXISTING BLADE SIGNAGE TO BE REVISED WITH NEW SIGNAGE OVER THE STOREFRONT ON THE SOLID GREEN BAND. OUTDOOR SEATS ARE BEING PROVIDED ON THE EXISTING DEEP SIDEWALK AREA ENCLOSED WITH PLANTERS AND ALUMINUM RAILING; SMALL INTIMATE INDOOR SETTING, SEASONAL SMALL PLATES PAIRED WITH CRAFT COCKTAILS; COLORS AND FLAVORS TO REFLECT THE SEASONS; FOOD PREPARED AND PROVIDED THROUGH THE MORRIE KITCHEN; HOURS: WEDNESDAY-SUNDAY UNTIL 2:00 AM AND MONDAY-TUESDAY WILL BE AVAILABLE FOR PRIVATE EVENTS

8. Buildings and Structures

Number of Buildings on Site: NA
Height of Buildings & # of Stories: _____

Use of Buildings: _____
Height of Rooftop Mechanical Equipment: _____

9. Floor Use and Area (in Square Feet)

Proposed Commercial Structures:

Total basement floor area: _____
Number of square feet per upper floor: _____
Total floor area: 1194.5 SF (RENOVATED INTERIOR) + 192 SF (PATIO)
Floor area ratio (total floor area ÷ total land area): _____
Open space: _____
Percent of open space: _____

Office Space: NA
Retail Space: NA
Industrial Space: NA
Assembly Space: _____
Seating Capacity: 30 INDOOR + 12 PATIO
Maximum Occupancy Load: _____

Proposed Residential Structures:

Total number of units: NA
Number of one bedroom units: _____
Number of two bedroom units: _____
Number of three bedroom units: _____
Open space: _____
Percent of open space: _____

Rental units or condominiums? _____
Size of one bedroom units: _____
Size of two bedroom units: _____
Size of three bedroom units: _____
Seating Capacity: _____
Maximum Occupancy Load: _____

Proposed Additions:

Total basement floor area, if any, of addition: NA
Number of floors to be added: _____
Square footage added per floor: _____
Total building floor area (including addition): _____
Floor area ratio (total floor area ÷ total land area): _____
Open Space: _____
Percent of open space: _____

Use of addition: _____
Height of addition: _____
Office space in addition: _____
Retail space in addition: _____
Industrial space in addition: _____
Assembly space in addition: _____
Maximum building occupancy load (including addition): _____

10. Required and Proposed Setbacks

Required front setback: (NO CHANGE TO EXISTING)
Required rear setback: _____
Required total side setback: _____
Side setback: _____

Proposed front setback: _____
Proposed rear setback: _____
Proposed total side setback: _____
Second side setback: _____

11. Required and Proposed Parking

Required number of parking spaces: (NO CHANGE TO EXISTING)
Typical angle of parking spaces: _____
Typical width of maneuvering lanes: _____
Location of parking on site: _____
Location of parking off site: _____
Number of light standards in parking area: _____
Screenwall material: _____

Proposed number of parking spaces: _____
Typical size of parking spaces: _____
Number of spaces <180 sq. ft.: _____
Number of handicap spaces: _____
Shared parking agreement? _____
Height of light standards in parking area: _____
Height of screenwall: _____

12. Landscaping

Location of landscape areas: NA

Proposed landscape material: _____

13. Streetscape

Sidewalk width: 5'-8"
Number of benches: -
Number of planters: 3
Number of existing street trees: NO CHANGE TO EXISTING
Number of proposed street trees: NO CHANGE TO EXISTING
Streetscape plan submitted? NA

Description of benches or planters: 30" HIGH ALUM. POWDER COATED PLANTER BOXES
Species of existing trees: NA
Species of proposed trees: NA

14. Loading

Required number of loading spaces: NA
Typical angle of loading spaces: _____
Screenwall material: _____
Location of loading spaces on site: _____

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

15. Exterior Waste Receptacles

Required number of waste receptacles: NA
Location of waste receptacles: _____
Screenwall material: _____

Proposed number of waste receptacles: _____
Size of waste receptacles: _____
Height of screenwall: _____

16. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: NA
Size of transformers (L•W•H): _____
Number of utility easements: _____
Screenwall material: _____

Location of all utilities & easements: _____

Height of screenwall: _____

Ground Mounted Mechanical Equipment:

Number of ground mounted units: NA
Size of ground mounted units (L•W•H): _____
Screenwall material: _____

Location of all ground mounted units: _____
Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: NA
Type of rooftop units: _____

Screenwall material: _____
Location of screenwall: _____

Location of all rooftop units: _____
Size of rooftop units (L•W•H): _____
Percentage of rooftop covered by mechanical units: _____
Height of screenwall: _____
Distance from rooftop units to all screenwalls: _____

17. Accessory Buildings

Number of accessory buildings: NA
Location of accessory buildings: _____

Size of accessory buildings: _____
Height of accessory buildings: _____

18. Building Lighting

Number of light standards on building: NA

Type of light standards on building: _____

Size of light fixtures (L•W•H): NA
Maximum wattage per fixture: _____
Light level at each property line: _____

Height from grade: _____
Proposed wattage per fixture: _____

19. Site Lighting

Number of light fixtures: NA
Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

Type of light fixtures: _____
Height from grade: _____
Proposed wattage per fixture: _____
Holiday tree lighting receptacles: _____

20. Adjacent Properties

Number of properties within 200 ft.: _____

Property #1

Number of buildings on site: 1
Zoning district: D-4 OVERLAY
Use type: COMMERCIAL
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: COMERICA BANK

North, south, east or west of property? SOUTH

Property #2

Number of buildings on site: 1
Zoning district: PP
Use type: PARKING STRUCTURE
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: PARKING STRUCTURE

North, south, east or west of property? EAST

Property #3

Number of buildings on site: 1
Zoning district: D-4 OVERLAY
Use type: A2 RESTAURANT
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: GRABBA GREEN RESTAURANT

North, south, east or west of property? WEST

Property #4

Number of buildings on site: 1
Zoning district: D-4 OVERLAY
Use type: A2 RESTAURANT
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: GREEK ISLAND CONEY ISLAND

North, south, east or west of property? EAST

Property #5

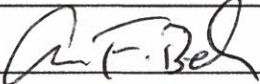
Number of buildings on site: -
Zoning district: D-4 OVERLAY
Use type: RETAIL, RESTAURANT, COMMERCIAL
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: OTHER ADJ. TENANTS IN THE PALLADIUM :
LUCIDO FINE JEWELLERY, BLUSH COUTURE, EMAGINE THEATRE,
THE MORRIE, HUGE (OFFICE SPACE)

North, south, east or west of property? _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

By providing your e-mail to the City, you agree to receive news notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

Signature of Owner:  Date: 11/16/21
Print Name: Jordan Jonna
Signature of Applicant:  Date: 11/16/21
Print Name: Aaron F Belen
Signature of Architect:  Date: 11/16/21
Print Name: Kevin Biddison

Office Use Only

Application #: _____ Date Received: _____ Fee: _____
Date of Approval: _____ Date of Denial: _____ Accepted by: _____



SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: AFB Hospitality LLC Case #: _____ Date: 11/17/21
Address: 211 Hamilton Row Birmingham, MI 48009 Project: Sybil

All site plans and elevation drawings prepared for approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording. Plans must be no larger than 24" x 36", and must be folded and stapled together. The address of the site must be clearly noted on all plans and supporting documentation.

Site Plan for Special Land Use Permit

A full Site Plan detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ☒ 1. Name and address of applicant and proof of ownership;
- ☒ 2. Name of Development (if applicable);
- ☒ 3. Address of site and legal description of the real estate;
- ☐ 4. Name and address of the land surveyor;
- ☒ 5. Legend and notes, including a graphic scale, north point, and date;
- ☒ 6. A separate location map;
- ☒ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- ☒ 8. Aerial photographs of the subject site and surrounding properties;
- ☒ 9. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
- ☐ 10. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
- ☒ 11. Interior floor plans;
- ☐ 12. A chart indicating the dates of any previous approvals by the Planning Board, Board of Zoning Appeals, Design Review Board, or the Historic District Commission ("HDC");

- ☐ NA 13. Existing and proposed layout of streets, open space and other basic elements of the plan;
- ☐ NA 14. Existing and proposed utilities and easements and their purpose;
- ☐ NA 15. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preserve-able trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
- ☒ 16. General description, location, and types of structures on site;
- ☒ 17. Location of sidewalks, curb cuts, and parking lots on subject site and all sites within 200 ft. of the property line;
- ☒ 18. Details of existing or proposed lighting, signage and other pertinent development features;
- ☒ 19. Elevation drawings showing proposed design;
- ☐ NA 20. Screening to be utilized in concealing any exposed mechanical or electrical equipment and all trash receptacle areas;
- ☐ NA 21. Location of all exterior lighting fixtures;
- ☐ NA 22. A Photometric Plan depicting proposed illuminance levels at all property lines;
- ☐ NA 23. A Landscape Plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation; and
- ☐ NA 24. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

Elevation Drawings

Complete elevation drawings detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ☒ 25. Color elevation drawings showing the proposed design for each façade of the building;
- ☒ 26. List of all materials to be used for the building, marked on the elevation drawings;
- ☐ NA 27. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- ☒ 28. Details of existing or proposed lighting, signage and other pertinent development features;
- ☐ NA 29. A list of any requested design changes;
- ☐ NA 30. Itemized list and specification sheets of all materials, light fixtures and mechanical equipment to be used, including exact size specifications, color, style, and the name of the manufacturer;
- ☐ NA 31. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometric analysis of all exterior lighting fixtures showing light levels to all property lines; and
- ☐ NA 32. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.



Notice Signs - Rental Application Community Development

1. Applicant

Name: AFB HOSPITALITY GROUP LLC
Address: 27387 WOODWARD AVE
BERKELEY MI 48072
Phone Number: 248-629-9221x205
Fax Number: 248-629-9242
Email address: afb@afbhospitalitygroup.com

Property Owner

Name: A F JONNA C/O JENNIFER WALKER
Address: 4036 TELEGRAPH RD SUITE 201
BLOOMFIELD HILLS MI 48302
Phone Number: 248-543-6200 X 107
Fax Number: 248-593-6203
Email address: jwalker@afjonna.com

2. Project Information

Address/Location of Property: 211 HAMILTON ROW
Name of Development: SYBIL
Area in Acres: _____

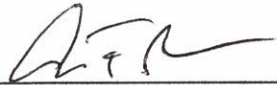
Name of Historic District site is in, if any: _____
Current Use: _____
Current Zoning: D-4 OVERLAY

3. Date of Board Review

Board of Building Trades Appeals: _____
City Commission: _____
Historic District Commission: _____
Planning Board: _____

Board of Zoning Appeals: _____
Design Review Board: _____
Housing Board of Appeals: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant:  Date: 11/16/21

Office Use Only

Application #: _____ Date Received: _____ Fee: _____
Date of Approval: _____ Date of Denial: _____ Reviewed by: _____

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records in the office except as stated.

leh

APR 23 2014

ANDREW E. MEISNER, County Treasurer
Sec. 135, Act 206, 1893 as amended

1.00

78470
LIBER 46980 PAGE 443
\$19.00 DEED - COMBINED
\$4.00 REMONUMENTATION
04/23/2014 04:28:55 P.M. RECEIPT# 37699
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

003439

COVENANT DEED ①

THIS COVENANT DEED, dated as of April 23, 2014, from **CROWLEY-WILLITS RETAIL, L.L.C.**, a Delaware limited liability company ("Grantor") having an address of c/o The Related Companies, L.P., 60 Columbus Circle, New York, New York 10023 to **The Palladium of Birmingham, LLC**, a Michigan limited liability company (the "Grantee") having an address of 4036 Telegraph Road, Suite 201, Bloomfield Hills, Michigan 48302.

WITNESSETH

That said Grantor, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant unto Grantee, its successors and assigns, all of Grantor's right, title and interest in and to the parcel or parcels of land described in Exhibit A hereto (the "Real Estate"), together with the appurtenances and rights of Grantor with respect to the Real Estate, and Grantor's interest in the buildings, structures and other improvements, including the building fixtures therein, now or hereafter located on and permanently annexed to the Real Estate, (the "Improvements"), which Improvements are and shall remain real property. The Real Estate and Improvements are collectively referred to herein as the "Property".

TO HAVE AND TO HOLD the Property together with the appurtenances and all the estate and rights of Grantor in and to the Property, unto the Grantee, its successors and assigns forever. It is the intent of Grantor by virtue of this instrument to transfer to Grantee all of Grantor's entire interest in the Property.

Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the title to said estate in the Property unto the said Grantee, its successors and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same by, through, or under Grantor, subject only to those validly existing encumbrances, easements, conditions and restrictions relating to the hereinabove described Property as now reflected by the real estate records of the Register of Deeds for Oakland County of Michigan and those matters listed on Exhibit B attached hereto and made a part hereof.

CONSIDERATION: For the full consideration as set forth in the Real Estate Transfer Tax Valuation Affidavit, the receipt and adequacy of which is hereby acknowledged.

REVENUE TO BE AFFIXED
AFTER RECORDING

OK - AN

44
R

87

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, said Grantor has caused these presents to be executed as of the date first above written.

CROWLEY-WILLITS RETAIL, L.L.C.,
a Delaware limited liability company

By: 
Name: GOPAL RAJEGOWDA
Title: Authorized Officer

STATE OF New York)
) ss:
COUNTY OF Kings)

The foregoing instrument was acknowledged before me this 21st day of April, 2014 by Gopal Rajegowda, an Authorized Officer of CROWLEY-WILLITS RETAIL, L.L.C., a Delaware limited liability company. He / She is personally known to me (~~or has produced~~ as identification).

[Notarial Seal] ERIN M. CUNNINGHAM
Notary Public, State of New York
No. 01CU6283130
Qualified in Kings County
Commission Expires 5/28/2017

Erin M. Cunningham
Notary Public
Kings County, ~~Michigan~~ New York
Acting in New York County
My Commission Expires: 5/28/2017

DRAFTED BY:
Richard A. Zussman
Jaffe, Raitt, Heuer & Weiss, P.C.
27777 Franklin Road, Suite 2400
Southfield, Michigan 48034

AFTER RECORDING, RETURN TO:

SEND SUBSEQUENT TAX BILLS TO: Grantee

TAX INDEX NOS.: 19-25-453-011

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI#: 58844352 JRV

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Birmingham, County of Oakland, State of Michigan, described as:

PARCEL 1

Part of Lots 50, 53, 56 and 57, ASSESSOR'S PLAT NO. 21, according to the recorded plat thereof, as recorded in Liber 54 of Plats, page 19, Oakland County Records, beginning at the Southwest corner of Lot 51, thence North 35 degrees 11 minutes 35 seconds West 128.29 feet, thence North 54 degrees 51 minutes 55 seconds East 222.63 feet, thence South 30 degrees 00 minutes 55 seconds East 132.74 feet, thence South 08 degrees 33 minutes 06 seconds East 52.76 feet, thence South 82 degrees 28 minutes 25 seconds West 110.96 feet, thence South 54 degrees 39 minutes 25 seconds West 88.72 feet to Beginning.

Also all of Lots 51, 52, 58 and 59 of said Subdivision.

PARCEL 2:

Part of Lots 53, 56 and 57, ASSESSOR'S PLAT NO. 21, according to the plat thereof, as recorded in Liber 54 of Plats, page 19, Oakland County Records, beginning at point distant 128.29 feet from the Southwest corner of Lot 51, thence North 35 degrees 11 minutes 35 seconds West 25 feet, thence North 54 degrees 51 minutes 55 seconds East 224.90 feet, thence South 30 degrees 00 minutes 55 seconds East 25.10 feet, thence South 54 degrees 51 minutes 55 seconds West 222.63 feet.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Liens for taxes and assessments which are not yet due and payable.
2. Right of Way granted to The Detroit Edison Company recorded February 22, 1973 in Liber 6249, Page 128.
3. Resolution recorded July 2, 1984 in Liber 8715, Page 120.
4. Terms and Conditions of Consent Judgment recorded November 12, 1999 in Liber 20789, Page 58.
5. Building and zoning laws and ordinances for the municipality where the Property is located and any county, state or federal regulations affecting the Property.
6. Matters that would be disclosed by an accurate survey of the Property.



MEMORANDUM

(Engineering)

DATE: January 5, 2022

TO: Thomas M. Markus, City Manager

FROM: Scott D. Zielinski, P.E., Assistant City Engineer

SUBJECT: Michigan Department of Transportation (MDOT) Annual Permit

INTRODUCTION:

MDOT requires that a certified resolution be provided to establish the authorized representatives designated to obtain permits for our community.

Each year the Michigan Department of Transportation (MDOT) requires the City of Birmingham to provide a certified Performance Resolution for Governmental Agencies for the purposes of issuing to the City an "Annual Application and Permit for Miscellaneous Operations within State Highway Right-of-Way" and for "Individual Permit for Use of State Highway Right-of-Way". Enclosed is a copy of the correspondence received from MDOT.

The Annual Permit is required to allow the City personnel or designated contractors to work in the MDOT right-of-way along Woodward Avenue (M-1) for routine maintenance related to the City's utilities, sidewalks, road intersections, or other features that are located within the right-of-way. For work covered under the annual permit, the City is only required to file an Advanced Notice on MDOT's Permit Gateway for the activity, and full plan reviews are not necessary. The Annual Permit will take effect as soon as it is processed this January, and continues through the 2022 calendar year.

MDOT also requires the City to obtain Individual Permits for specific construction projects that impact the MDOT right-of-way along Woodward Avenue (M-1). This not only includes direct construction activities, but also placement of temporary construction or detour signs for projects that may be located outside the MDOT right-of-way. For Individual Permits, the City is required to submit an application with plans of the proposed work, which is then reviewed by MDOT staff prior to issuing the permit.

The attached Performance Resolution for Governmental Agencies defines the terms of the Annual Permit and Individual Permit, including insurance requirements, and also designates the individuals that will be authorized to apply for Permits on behalf of the City.

LEGAL REVIEW:

Not required.

FISCAL IMPACT:

None

PUBLIC COMMUNICATIONS:

None

SUMMARY

Each year, MDOT requires the City to adopt the Performance Resolution for Governmental Agencies for the purposes of applying for the City's annual permit, as well as any individual permits that are needed throughout the year for working in the State Highway right-of-way along Woodward Avenue (M-1). It is recommended that representatives from the Engineering Department and Department of Public Services be authorized to act on behalf of the City for matters related to the MDOT permits.

ATTACHMENTS:

MDOT Letter – dated September 1, 2021

MDOT Performance Resolution for Governmental Agencies

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a 1 year agreement with the Michigan Department of Transportation (MDOT) for Governmental Agencies, and furthermore, to authorize James J. Surhigh, Consulting City Engineer, Lauren Wood, Director of DPS, and Scott Zielinski, Assistant City Engineer to apply to MDOT for the necessary Annual Permit, and other Individual Permits for work within the State Highway Right-of-Way on behalf of the City of Birmingham. In addition, to authorize the City Clerk to sign the certification of the Performance Resolution For Governmental Agencies form required for the Annual Permit on behalf of the City.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
OAKLAND TRANSPORTATION SERVICE CENTER

PAUL AJEGBA
DIRECTOR

September 1, 2021

2022 ANNUAL PERMIT FOR WORK ON STATE TRUNKLINE RIGHT OF WAY

The MDOT Oakland TSC is now accepting 2022 Annual Permit applications. All permit applications are to be submitted via the MDOT electronic Construction Permit System (CPS). The 2022 Annual Permit will be effective January 1, 2022. Your current 2021 Annual Permit shall continue to be used for any work occurring between now and December 31, 2021.

The Performance Resolution for Governmental Agencies (Form 2207B) was revised in May 2021, therefore, if you haven't done so already, an updated Resolution will be required for 2022. The form shall include the name or title of the designated person(s) authorized to sign permits and shall be uploaded into CPS with your Annual Permit application. I have attached a copy of the form and it can also be found on the internet at www.michigan.gov/mdot.

Each time you perform work under your Annual Permit you will need to submit an electronic Advance Notice via the MDOT electronic CPS system. No work shall be performed until the Advance Notice is approved by MDOT.

An Individual Permit is required for all proposed operations in the MDOT right of way not covered under the Annual Permit.

Municipalities, when working within their municipal limits, are exempt from permit fees.

Thank you for your cooperation. If you have any additional questions, feel free to contact me at 248-895-2558 or MDOT Permit Agent Fred Roeder at 248-208-5894.

Sincerely,


Stacey Gough
Oakland TSC Utility/Permit Engineer
goughs@michigan.gov



cc: File

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the City of Birmingham
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY. Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

James J. SURHIGH, Consultant City Engineer
Scott D. Zielinski, Assistant City Engineer
Lauren Wood, Director of DPS

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the City Commission
(Name of Board, etc.)
 of the City of Birmingham of oakland
(Name of MUNICIPALITY) (County)
 at a Regular meeting held on the 10th day
 of January A.D. 2022

Signed

Title

Print Signed Name

DATE: January 5, 2022

TO: Thomas M. Markus, City Manager

FROM: Scott D Zielinski, P.E., Assistant City Engineer

SUBJECT: Video Inspection - Old Woodward Ave Phase 3

INTRODUCTION:

The Engineering department is recommending directly hiring M-1 Studios to perform Video Inspection Services for Phase 3 of the Old Woodward Improvement Projects, as they are the only company to bid on the previous two phases of work.

BACKGROUND:

As you are aware, the Engineering Department is currently preparing to reconstruct South Old Woodward Ave (between Brown St. and Landon St.). As the City has done previously for Phases 1 & 2 of the Old Woodward and Maple projects from 2018 & 2020, in preparation for this project, the City would like to document the pre-construction conditions (both outside and inside) of the buildings within the project area. This work is critical due to the type and age of the buildings along the planned construction area. It will assist the City and Contractor when dealing with any claims that may occur during or after the construction.

As the City has only received one bidding company (M-1 Studios) on both previous requests for bid on the prior projects, the Engineering Department is looking to forgo the bidding process and directly hire M-1 Studios to perform this work. As M-1 Studios has shown through the previous bids that they are a sole source provider of this specialty work.

Final costs of M-1 Studios, for Phase I was \$27,900.00 in 2018, and Phase II was \$26,940.00 in 2020. M-1 Studios projects that the Phase 3 scope of services will cost between \$23,000 - \$27,000. This estimate is based on the normal average number of property owners that allow the City to have the interior of their buildings filmed. We are confident that M-1 Studios is qualified to perform the work and the City was very satisfied with their performance and end product on the previous Old Woodward and Maple projects.

The project includes video documentation of existing conditions throughout the project area, both inside and outside of the buildings, including basements. Having a record of existing defects will help both the City and private property owners negotiate a settlement if vibrations or other issues arise that cause interior or exterior damage to these buildings. This proved to be a valuable resource during and after the Old Woodward and also during Maple projects.

The work on this project is expected to commence in February/March with a completion date of April 16, 2022. This work will be completed prior to the start of the Old Woodward Ave Phase 3 Reconstruction Project.

LEGAL REVIEW:

The City Attorney has reviewed the prepared contract, and it is ready to be executed by the City.

FISCAL IMPACT:

This cost of this work will be charged to the following accounts:

Major Street Fund	202-449.001-981.0100	\$9,000.00
Sewer Fund	590-536.001-981.0100	\$9,000.00
Water Fund	591-537.004-981.0100	<u>\$9,000.00</u>
Total		\$27,000.00

PUBLIC COMMUNICATIONS:

The City will be mailing a letter (on City letterhead) to each Building Owner within the project area outlining the process and the reasoning behind the video inspections. Also, included will be a form for them to sign giving the City permission to perform the necessary inspection. M-1 Studios will then be contacting the Building Owners or Tenants to schedule the inspection times and dates.

SUMMARY

It is recommended that the Video Inspection – Old Woodward Ave Phase 3 Contract be awarded to M-1 Studios of Ferndale in the amount not to exceed \$27,000.00 as outlined in the estimate provided by M-1 Studios.

ATTACHMENTS:

- Map of Proposed Area
- Contract Including M-1 Studios Phase 2 data and Phase 3 estimate

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the contract Video Inspection – Old Woodward Phase 3, to the sole source provider, M-1 Studios for video inspection services in the amount not to exceed \$27,000.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in the following accounts in the specified amounts.

Major Street Fund	202-449.001-981.0100	\$9,000.00
Sewer Fund	590-536.001-981.0100	\$9,000.00
Water Fund	591-537.004-981.0100	<u>\$9,000.00</u>
Total		\$27,000.00



Properties for Exterior Video
Inspection (Properties for Interior
Video Inspection to be determined)



**2022 VIDEO INSPECTION – OLD WOODWARD AVE
PHASE 3**



**CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT**

Contractor's Name: M-1 STUDIOS **Copy #**

AGREEMENT OF FILMING SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 2021, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and M-1 Studios a Michigan _____ (Corporation, P.C., LLC, etc.), whose address is 23452 Woodward Ave. Ferndale, MI 48220, (hereafter referred to as Contractor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires for the Contractor to provide a pre-construction video inspection and documentation of the buildings along the City's planned project area of the Old Woodward Phase #3 project to be completed during the summer and fall of 2022, and in connection therewith has requested an estimate for those services to be provided, as needed; and

WHEREAS, The Contractor has qualifications that meet the project requirements and has provided a response and cost estimate to perform video inspections.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. **MUTUALLY AGREE:** It is mutually agreed by and between the parties that the City's Request for estimate for filming along the planned project area for Phase #3 of the Old Woodward reconstruction dated December 21, 2021 which includes the cost of filming of the exterior of buildings with frontages along S. Old Woodward Ave between E. Brown St and Landon St with the exception of addresses: 300 E. Brown St, 394, 469, 479 S. Old Woodward Ave, and the estimate of cost for the filming of interior of buildings where owners allow the City and the filming company access, the final cost to be determined once all filming is completed, but is not to exceed the estimated maximum without City approval, to video document the current visual condition of properties, providing the City with digital copies of videos upon completion of editing prior to the start of the City project, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").
2. **TERM:** This Agreement shall have a term of four (4) months from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all video documentation prepared by the Contractor through such date. All filming shall be completed prior to the start of the planned construction project, estimated for ground breaking in late May of 2022.
3. **TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of

services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

5. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor acceptance of the terms of this Agreement.

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

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

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. *Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles
- D. *Pollution Liability Insurance: N/A
- E. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- F. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.
- H. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
 5. If so requested, Certified Copies of all policies mentioned above will be furnished.
- I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Scott Zielinski

Contractor: M-1 Studios
23452 Woodward Ave,
Ferndale, MI 48220
Attn: Eric Winkler

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractor staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

15. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

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

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

19. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in

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

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 12/13/2021, to the City's Request for estimate for cost and scope of services dated 11/30/2021 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor 12/13/2021 response, the terms of this Agreement shall prevail.

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

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor

By: Nicky Madix
Its: VICE-PRESIDENT, M-1 STUDIOS

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 3rd day of January, 2022, before me personally appeared Nicky Madix, who acknowledged that with authority on behalf of M-1 Studios to do so he/she signed this Agreement.

Thomas G. Kavanagh Jr.
Notary Public
Oakland County, Michigan
Acting in _____ County, Michigan
My commission expires: 4/21/2023

Thomas G Kavanagh Jr
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires April 21, 2023
Acting in the County of _____

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:


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


Scott D. Zielinski, P.E., Engineering
(Approved as to substance)


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


Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)



M1STU-1

OP ID: RAT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/2021

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

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

PRODUCER Eagle Rock Insurance Agency 1904 11 Mile Rd Berkley, MI 48072-3046 Rebecca A. Theriault		248-548-5530		CONTACT NAME: Rebecca A. Theriault	
				PHONE (A/C, No, Ext): 248-548-5530	FAX (A/C, No): 248-548-4611
				E-MAIL ADDRESS:	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Auto-Owners Insurance	
				INSURER B: CNA Surety	
				INSURER C: Philadelphia Insurance	
				INSURER D:	
				INSURER E:	
				INSURER F:	

INSURED M-1 Studios LLC 23452 Woodward Ave Ferndale, MI 48220	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	☒	☒	04210962	07/09/2021	07/09/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ See Other
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							Rented Eq \$ 50,000
A	☒ AUTOMOBILE LIABILITY						
	☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	☒	☒	4921096202	07/09/2021	07/09/2022	COMBINED SINGLE LIMIT (Ea accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ 1,000,000
							BODILY INJURY (Per accident) \$ 1,000,000
							PROPERTY DAMAGE (Per accident) \$ 500,000
A	☒ UMBRELLA LIAB						
	☐ EXCESS LIAB						
	☐ DED ☒ RETENTION \$ 10000	☒	☒	4921096201	07/09/2021	07/09/2022	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
B	☒ Bond	☒	☒	63448822	12/08/2020	12/08/2021	E.L. EACH ACCIDENT \$
C	☒ Prof E&O			PHSD1648464	07/22/2021	07/22/2022	E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

City of Birmingham including all elected & appointed officials, all employees & volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are additionally insured as indicated in the column above.*Occurrence limit meets requirements due to \$5million Excess policy.

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham 151 Martin St Birmingham, MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Rebecca A. Theriault

NOTEPAD

INSURED'S NAME **M-1 Studios LLC**

M1STU-1
OP ID: RAT

PAGE 2
Date **07/29/2021**

**Data From Maple Rd Video Inspection Project Phase I and II
Phase III South Old Woodward Cost Estimate**

prepared for

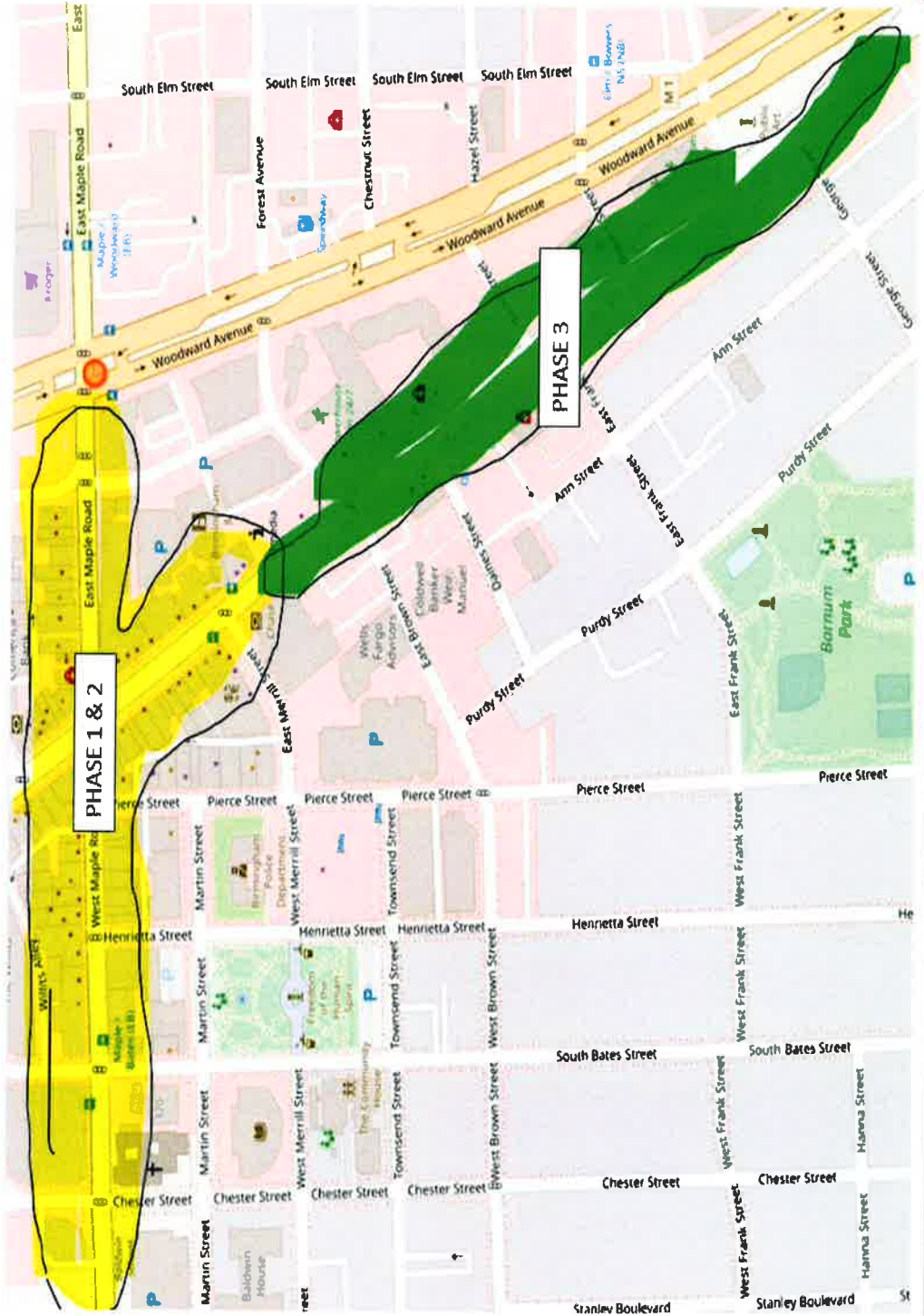


Engineering Department

presented by



Project Map - All Phases



Phase I & II Data

- ▶ 85% of all contacted property owners and managers opted in on both phases I & II
- ▶ Phase I cost was \$27,900
- ▶ Phase II cost was \$26,940
- ▶ Please see the next Four slides for the spreadsheet that was created by the City of Birmingham Engineering Department and presented to M-1 Studios to start scheduling the Maple Road Video Inspection project 2020.
- ▶ The spreadsheet has the contact information of all the owners or property managers contacted via letter by the city.
- ▶ M-1 Studios team executed the scheduling and the entire project management until completion of the Maple Rd Project Video Inspection Project (Highlighted in Green equals DONE).
- ▶ Postproduction editing was completed, all the videos were then approved by the city, finalized and delivered by the deadline.

Phase II Data

Address North Side		Additional Information		Parcel ID	Owner	Owner Address
400	W. Maple	ste 100	Integra Realty Resources	248-540-0040	Maple Land LLC	19460 Harper Ave Grosse Pointe MI 48236
		ste 175	Bristol Capital Group	248-203-1384		Done
		ste 200	David Cain, Attorney at Law	248-642-8120		outside only per Austin email
		ste 300	Carlson, Gaskey, & Olds, PC	248-988-8360		
360	W. Maple		McCann World Group	248-203-8000	McCann World Group	13801 FNB Pkwy Omaha NE 68154
284	W. Maple		Moosejaw	248-212-0565	Back Country North	PO Box 131008 Ann Arbor MI 48113
286	W. Maple		Kygun		Back Country North	PO Box 131008 Ann Arbor MI 48113
280	W. Maple		Wabee		Back Country North	PO Box 131008 Ann Arbor MI 48113
		ste 217	Shaw, Melvin MA PHD LLP			
		ste 219	James Moriarty, Joan Moriarty	248-646-3820		
		ste 220	McKelvie, McKelvie, Yee & Epacs PC	248-952-5100		
		ste 230	Cypress Partners	248-540-9300		
		ste 242	Barbara Schiff PHD	248-647-6235		
		ste 302	Streetinsider.com INC	248-593-6536		
		ste 305	Oakland Standard Co LLC	313-701-7735		
		ste 340	Renee McLeod			
		ste 345	Aportech Powertrain LLC	248-649-9200		
		ste 350	NBC Universal			
270	W. Maple		Beyond Juice	248-594-7078	Merrillwood Investment LLC	251 E Merrill St STE 212 Birmingham MI 48009
268	W. Maple		St. Croix	248-816-1390	Back Country North	PO Box 131008 Ann Arbor MI 48113
254	W. Maple		Essential Nail Bar	844-624-5227	08-19-25-378-010	22519 Fiddlers Cove Rd Beverly Hills MI 48025
250	W. Maple		Adventure Toys	248-646-5550	Freund Investment LLC	3985 Torrey Hill Ln San Diego CA 92130
214	W. Maple		Anthropolgie	248-593-5653	08-19-36-128-004	185 NW Spanish River Blvd
172	W. Maple		Blue Mercury	248-258-3100	Duff Property Investments	7200 S Dunns Farm Rd Ma
168	W. Maple		Lyndviga Couture	248-540-0105	Duff Property Investments	Gabriella or DM 2/6 LM will CB
					Kay Baum Associates, The Property	Veronica DONE
166	W. Maple		Caruso Caruso	248-645-5151	Management LLC	16826 Kercheval Place Grd
160	W. Maple		Dick O Dows	248-642-1135	Levinson-Levin Properties LLC	LM for Lennon DONE
154	W. Maple		ABC Vintage	248-229-5940	Levinson-Levin Properties LLC	22519 Fiddlers Cove Rd Beverly Hills MI 48025
150	W. Maple		Steel Angel	248-712-4441	Levinson-Levin Properties LLC	22519 Fiddlers Cove Rd Beverly Hills MI 48025
146	W. Maple		Sara Campbell	248-220-4255	Levinson-Levin Properties LLC	22519 Fiddlers Cove Rd Beverly Hills MI 48025
144	W. Maple		Kirsch Leach & Associates	248-480-0903	?	261 E Maple Rd Birmingham
142	W. Maple		Allen Edmonds	248-205-4089	Levinson-Levin Properties LLC	22519 Fiddlers Cove Rd Beverly Hills MI 48025

Birmingham	Done Jodi & Richard 248 644 1651
Le Hunting	No Opt out
Birmingham	No Opt out
Press	
Edward Birn	Austin Added email
Edward Birn	Done
Ave Warren	Mi 48091
Ave Warren	David Kolar 313 600 2274
Ave Warren	Mi 48091
3 STE 125 Bloomfield Hills	Mi 48301
	done sheculled Victoria 248 225 6301
Birmingham	Mi 48009
Birmingham	Mi 48009
Birmingham	Mi 48009
Birmingham	Mi 48009
Dr. Royal Oak	Mi 48067
Birmingham	248 515 0058 Maritza
	LM on Sched TENT
Birmingham	248 515 0058 Maritza
ern Hwy	moved
ern Hwy	no contact
Birmingham	opted out via phone call with EW
ard Ste	same as 280
Birmingham	Elaine 248 644 0820

138	W. Maple	Subm Thing		248-723-9832	Richard Astrein	120 W Maple Rd Birmingham	Done Jodi & Richard 248 644 1651
124	W. Maple	Down Town		248-792-6464	Astrein Real Estate Invs. LLC	13125 Ludlow Ave Hunting No Opt out	
120	W. Maple	Astreins Creative Jewelers		248-644-1651	Richard Astrein	120 W Maple Birmingham	No Opt out
Address North Side		Additional Information		Parcel Number	Owner	Owner Address	
129	E. Maple	Tiger Shoe Repair	Sabastian OK	248-647-3366	Maple-Wood Realty LLC	132 N Old Woodward Birm	Austin Added email
135	E. Maple	Dr	Boyd	248-433-1900	Maple-Wood Realty LLC	132 N Old Woodward Birm	Done
203	E. Maple		Jarbo	248-220-4071	3 West Maple LLC	23500 Sherwood Ave Warren Mi 48091	
205	E. Maple		Petite Cabane	248-792-7979	3 West Maple LLC	23500 Sherwood Ave War	David Kolar 313 600 2274
213	E. Maple		Try it Raw	248-593-6994	3 West Maple LLC	23500 Sherwood Ave Warren Mi 48091	
225	E. Maple		Social	248-594-4200	Rabbit Holdings LLC	6905 Telegraph Rd STE 125 Bloomfield Hills Mi 48301	
261	E. Maple	ste 207	Anna Sofen PsyD	248-671-4488	Tri-Power Properties LLC		
		ste 209	Perfect Fit Tailors	248-778-8084			done sheuled Victoria 248 225 6301
		ste 210	David Abraham Custom Clothiers	248-385-3031			
		ste 213	Petrona Renovation & Construction	248-979-1597			
		ste 214	Community Choice Realty	248-729-0011			
275	E. Maple		Jos.A Bank	248-593-5164	Tri-Power Properties LLC	261 E Maple Rd Birmingham Mi 48009	
297	E. Maple		Touch of India	248-593-7881	Tri-Power Properties LLC	261 E Maple Rd Birmingham Mi 48009	
303	E. Maple		Super Natural	248-792-7433	Tri-Power Properties LLC	261 E Maple Rd Birmingham Mi 48009	
311	E. Maple		Jaus	248-283-3994	Tri-Power Properties LLC	261 E Maple Rd Birmingham Mi 48009	
323	E. Maple		Dolce Moda	248-399-6200	Tri-Power Properties LLC	1711 Woodsboro Dr. Royal Oak Mi 48067	
335	E. Maple		Legato Station (with residents above)	248-385-1166	LPI-335 E Maple LLC	159 Pierce St Birmingham	248 515 0058 Maritza
355	E. Maple		Christian Science Reading Room	248-644-7935			LM on Sched TENT
361	E. Maple		Empty		361 E Maple LLC	335 E Maple Rd Birmingham	248 515 0058 Maritza
363	E. Maple		Birmingham Kitchens & Baths	248-593-8420	Melvin Kaftan	29100 Northwestern Hwy	moved
369	E. Maple		Apparment space)		Melvin Kaftan	29100 Northwestern Hwy	no contact
395	E. Maple		Pazzi	248-642-6535	Dennis and Dorothy Pazzi	580 Suffield Ave Birmingham	opted out via phone call with EW
180	W. Maple				Esso of Wabeec	2105 Old Woodward Ste	same as 280
355	W. Maple	St James Church		248-644-0820	St James Church	355 W Maple Rd Birmingham	Elaine 248 644 0820

Birmingham MI 48009		Call at 10:30 Gregg 248 878 4926
E Olympic Birmingh 1200 Sou 1200 Sou 1200 Southfield MI 48076	Marge DONE DONE she on SWH 1-24 DONE	River Blw Anna 561 620 9200 DONE River Blw agalita@kingproperties.com River Blw Sam behind it 248 709 1354 key Ln San Di Ali will be there 9 St Birmingham DONE SW Jill manger SS ok for 10 - Owner St Birmingham no call back Ln San Diego CA 92130 aaron 248 731 7849 Eastern Hwy Carrie says cool

Year	Number of people in the world	Number of people in the world	Number of people in the world
2000	6.1 billion	6.1 billion	6.1 billion
2005	6.4 billion	6.4 billion	6.4 billion
2010	6.7 billion	6.7 billion	6.7 billion
2015	7.3 billion	7.3 billion	7.3 billion
2020	7.9 billion	7.9 billion	7.9 billion
2025	8.5 billion	8.5 billion	8.5 billion
2030	9.1 billion	9.1 billion	9.1 billion
2035	9.7 billion	9.7 billion	9.7 billion
2040	10.3 billion	10.3 billion	10.3 billion
2045	10.9 billion	10.9 billion	10.9 billion
2050	11.5 billion	11.5 billion	11.5 billion
2055	12.1 billion	12.1 billion	12.1 billion
2060	12.7 billion	12.7 billion	12.7 billion
2065	13.3 billion	13.3 billion	13.3 billion
2070	13.9 billion	13.9 billion	13.9 billion
2075	14.5 billion	14.5 billion	14.5 billion
2080	15.1 billion	15.1 billion	15.1 billion
2085	15.7 billion	15.7 billion	15.7 billion
2090	16.3 billion	16.3 billion	16.3 billion
2095	16.9 billion	16.9 billion	16.9 billion
2100	17.5 billion	17.5 billion	17.5 billion

Phase II Data

139	W. Maple	ste C ste E ste G ste H	KJK Equities Camp Tanuga Inc Australia 2000 Travel The Birmingham Tailor	248-385-1212 248-258-9150 248-647-4530 248-433-3703	Mondial Properties II LLC	26711 Northwestern Hwy Ste 125 Southfield MI 48033 no contact
137	W. Maple		Dry Bar	248-566-1793	Mondial Properties II LLC	26711 Northwestern Hwy they said no
123	W. Maple		Fab'rik	248-885-8750	3 West Maple LLC	23500 Sherwood Ave War
115	W. Maple		Paper Source	248-594-4954	George V Cartos Revoc Trust	Carrie says cool birminghammi@paper-source.com Mira
Address South Side		Additional Information		Parcel #	Owner	Owner Address
101	S. Old Woodward		Lululemon	248-593-9760	Fuller Central Park Property	112 Peabody St Birmingham Mi 48009
202	E. Maple		Scavolini	248-792-2285	Fuller Central Park Property	112 Peabody St Birmingham Mi 48009
222	E. Maple		Dessis	248-635-4621	Fuller Central Park Property	112 Peabody St Birmingham Mi 48009
244	E. Maple		Egg	248-645-0400	Fuller Central Park Property	112 Peabody St Birmingham Mi 48009
266	E. Maple		Barbara Buz Boutique	248-885-8746	Fuller Central Park Property	112 Peabody St Birmingham Mi 48009
288	E. Maple		The Italian Dish	248-593-8299	Fuller Central Park Property	112 Peabody St Birmingham Mi 48009
348	E. Maple		Shift Digital	248-594-2396	Fuller Central Park Property	112 Peabody St Birmingham Mi 48009
370	E. Maple	ste 200 ste 230 ste 300 ste 300 ste 300 ste 300 ste 300 ste 300 ste 300 ste 300 ste 300 ste 400	Mark Dickow, Attorney Marmina & Ajouny PC Lippit O'Keefe Gornbein, PLLC Wade Fink Law Maxwell Gross Law The Dizik Law Firm H. Joel Newman PLLC Senawi Law PLLC Kimberly W. Stout, PC C Thomas Toppin & Associates Alan R Miller Law Office	248-530-762 248-642-1330 248-646-8292 248-712-1054 248-266-5879 248-712-1056 248-723-1238 248-712-1051 248-258-3181 248-647-0930 248-644-8910	Fuller Central Park Property	DONE 248 444 8186 Shawn shawn@fullercentralpark.com
378	E. Maple		Piceu		Fuller Central Park Property	112 Peabody St Birmingham Mi 48009
34977	Woodward	ste 100 ste 200 ste 201 ste 210 ste 215 ste 300	Hazel Ravines and Downtown Greenleaf Trust Catalyst Development Finnea Group Greenleaf Trust Ogletree Deakins	248-671-1714 248-530-6200 248-792-3000 248-530-6200 248-593-6400	Catalyst Development Co and LLC	100 W Michigan Ave Ste 300 Kalamazoo MI 49007 (269) 492-6818 DONE Peter 269 598 1061

Phase III Budgetary Estimate

- ▲ It is anticipated that 85% of all contacted property owners and managers will opt in on Phase III
- ▲ Based on the amount of square footage viewed and reviewed on the map in slide one, the final cost for Phase III should be less than both Phase I & II
- ▲ M-1 Studios estimates the cost based off the amount of addresses to be contacted and the participation percentage from Phase I & II, that Phase III should cost \$23,000 not to exceed \$27,000.

thank you

From



DATE: January 6, 2022

TO: Thomas M. Markus, City Manager

FROM: Scott D. Zielinski, Assistant City Engineer

SUBJECT: Maple Rd. Sewer Lateral S.A.D. Request for Public Hearing Dates

INTRODUCTION:

In 2020, a portion of Maple Road was reconstructed between Southfield Road and Pierce Street, and Old Woodward and Woodward, as Phase 2 of the downtown area reconstruction effort that was a continuation of the work completed in 2018 on Old Woodward and Maple from Pierce to Old Woodward. The Special Assessment District (SAD) associated with the sewer lateral replacement as part of the project was not formally established prior to construction. The Engineering Department is requesting the Public Hearing Dates for the Sewer Lateral SAD be set.

BACKGROUND:

Part of the Maple Road Reconstruction project, completed in November 2020, from Southfield Road to Pierce Street and Old Woodward to Woodward, included replacement of the existing sewer along Maple Road, with the reconnection of sewer laterals to the new sewer. In accordance with current City policy established to protect the public investment being made, when reconstructing roadways, as part of the project, we replaced all sewer laterals that were 50 years of age or older located underneath the new proposed pavement. City policy is that parcels with sewer laterals meeting this condition are assessed to the parcel owner at cost set by the project contract. The parcels that are subject to the Sewer Lateral Special Assessment are highlighted on the attached maps.

The Maple Road project was a continuation of the downtown area reconstruction work completed in 2018 on Old Woodward and Maple from Pierce to Old Woodward, where similar sewer lateral improvements were made. The costs to the City for construction of these improvements were defrayed by way of a Special Assessment to the associated property owners within the project area. In the same way, the City had intended to assess the costs for the sewer lateral replacements that would be constructed with the Maple Road project, but due to a number of unusual circumstances during 2020, the Special Assessment District was not formally established prior to construction. Prior to construction in April of 2020, with the onset of the COVID-19 pandemic and uncertainty related to holding public meetings, the City Commission was not asked to set the public hearing dates. These issues resulted in this "out of sequence" process for these improvements. By the time there was clarity on the issue related to holding public meetings such as this, in the pandemic environment, submittal of this request was inadvertently delayed.

The cost of replacement of the sewer services was \$145 per linear foot for the Maple Road Project. The following parcels are subject to be part of the SAD:

166 W Maple	08-19-25-378-009
280 W Maple	08-19-25-378-023
195 W Maple	08-19-36-129-001
215 W Maple	08-19-36-128-004
271 W Maple	08-19-36-128-002
299 W Maple	08-19-36-128-001
297 E Maple	08-19-25-456-023
355 E Maple	08-19-25-456-034
369 E Maple	08-19-25-456-050

LEGAL REVIEW:

This work is consistent with past practices on projects of similar nature, and -the provisions in the City Charter and Code of Ordinances related to Special Assessments. No additional review is required.

FISCAL IMPACT:

Revenue generated from the Sewer Lateral SAD for the Maple Road Reconstruction project will defray the costs incurred by the City for construction of these improvements and has been considered as an integral part of the financial forecasting for the General Fund in future years.

PUBLIC COMMUNICATIONS:

Notice for the hearing of necessity are to be distributed by the Clerks Office.

SUMMARY

The Engineering Department recommends that a Public Hearing of Necessity to form a Special Assessment District for sewer lateral replacement as part of the Maple Road Reconstruction project be scheduled at the regularly scheduled City Commission meeting on February 14, 2022, followed by a Public Hearing for Confirmation of the Roll on February 28, 2022.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to meet on Monday, February 14, 2022 at 7:30 P.M. for the purpose of conducting the Public Hearing of Necessity for the SAD for properties within project area with sewer laterals meeting the requirements for replacement on Maple Road, between Bates Street and Pierce Street, and between Old Woodward Avenue and Woodward Avenue; and

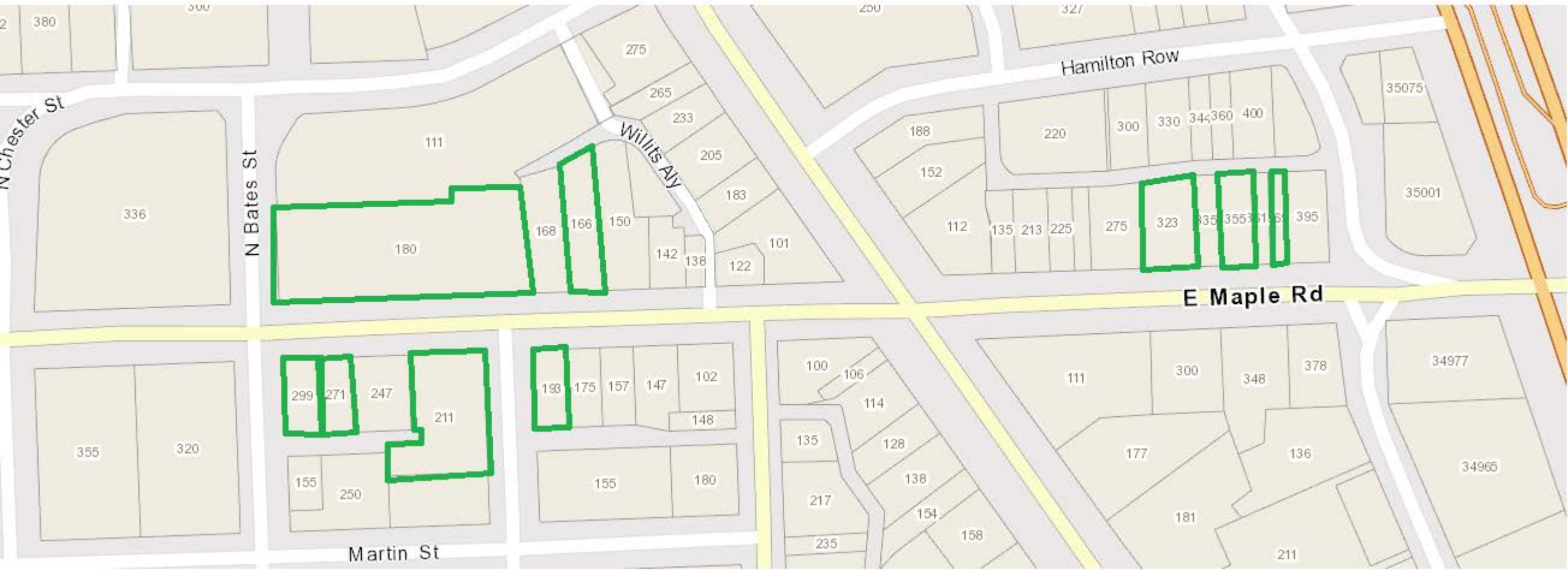
If necessity is determined on February 14, 2022, to meet on Monday, February 28, 2022 at 7:30 P.M. for the purpose of conducting the Public Hearing to Confirm the Assessment

Roll for the SAD for properties within the project area with sewer laterals meeting the requirements for replacement on Maple Road, between Bates Street and Pierce Street, and between Old Woodward Avenue and Woodward Avenue.

ATTACHMENTS:

- Map of SAD
- List of Properties for SAD with actual sewer lateral length installed and cost.

10/10/2016



SEWER LATERAL CHART

Maple. Paving Project - Contract #-20(P)

Address	Street	Parcel Number	SAD	Actual	Actual
				Length	Cost
					6"
					\$145
166	W. Maple	08-19-25-378-009	Y	38	\$5,510
280	W. Maple	08-19-25-378-023	Y	30	\$4,350
195	W. Maple	08-19-36-129-001	Y	21	\$3,045
215	W. Maple	08-19-36-128-004	Y	8	\$1,160
271	W. Maple	08-19-36-128-002	Y	12	\$1,740
299	W. Maple	08-19-36-128-001	Y	22	\$3,190
297	E. Maple	08-19-25-456-023	Y	32	\$4,640
355	E. Maple	08-19-25-456-034	Y	33	\$4,785
369	E. Maple	08-19-25-456-050	Y	33	\$4,785



MEMORANDUM

Planning Division

DATE: January 10, 2022

TO: Thomas Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 298 S. Old Woodward – Daxton Hotel – Special Land Use Permit Amendment

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit Amendment for the transfer of ownership of an existing liquor license at the existing Daxton Hotel in Downtown Birmingham. When approved for the original SLUP in 2019, the liquor license was owned by the Aparium Hotel Group. The ownership of the real estate and the Daxton Hotel was and will remain owned by Woodward Brown Ventures. Due to the desire to take the management of the hotel in-house, the applicant is requesting a change in ownership of the liquor license to Woodward Brown Ventures, LLC, which will result in Woodward Brown Ventures, LLC owning the real estate, Daxton Hotel business, and the Liquor License.

BACKGROUND:

No changes are proposed to the layout, design, or ownership of the Hotel.

LEGAL REVIEW:

The City Attorney has reviewed this application and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit and Final Site Plan Reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the January 10, 2022 City Commission meeting, and notices were sent out to all property owners and tenants within 300 ft. of the property.

SUMMARY:

The Planning Division requests that the City Commission consider the Special Land Use Permit Amendment for 298 S. Old Woodward – Daxton Hotel.

ATTACHMENTS:

Please find attached the following documents for your review:

- Special Land Use Permit Resolution

- Application & Supporting Documents
- Police Department Report

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Special Land Use Permit Amendment at 298 S. Old Woodward – Daxton Hotel – to allow the transfer of ownership of an existing liquor license.

Daxton Hotel
298 S. Old Woodward
Special Land Use Permit Amendment 2022

WHEREAS, A Special Land Use Permit Amendment application was filed in November, 2021 for the transfer of ownership of a liquor license from Aparium Hotel Group to Woodward Brown Ventures, LLC at 298 S. Old Woodward;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the west side of S. Old. Woodward, north of Brown St.;

WHEREAS, The land is zoned B4, which permits the operation of food and drink establishments serving alcoholic beverages for on premise consumption with a Special Land Use Permit;

WHEREAS, The Planning Board on September 25, 2019 reviewed an application for a Special Land Use Permit, Final Site Plan and Design Review for 298 S. Old Woodward – Daxton Hotel – and recommended approval to the City Commission to permit the service of alcoholic liquor using a Class B – Hotel Resort Economic Development License with the following conditions:

1. The applicant must correct all plan sheets for consistency and submit revised operations plan prior to appearing before the City Commission for final approval;
2. The applicant must provide all signage details prior to appearing before the City Commission for final approval;
3. The applicant must comply with the requests of all departments; and
4. The motion reflects the approval of the paper packet of plans received by the Planning Board on September 25, 2019.

WHEREAS, The City Commission on October 28, 2019 reviewed the application for Special Land Use Permit, Final Site Plan and Design Review for 298 S. Old Woodward – Daxton Hotel – and granted the Special Land Use Permit to permit the service of alcoholic liquor using a Class B – Hotel Resort Economic Development License;

WHEREAS, A Special Land Use Permit Amendment application was filed in November 2021 to transfer ownership of the liquor license from the Aparium Hotel Group to Woodward Brown Ventures, LLC with no changes to the building, site, or operations;

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

WHEREAS, The Birmingham City Commission has reviewed the Special Land Use Permit Amendment application for 298 S. Old Woodward – Daxton Hotel – and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that the application for a Special Land Use Permit Amendment at 298 S. Old Woodward – Daxton Hotel – is hereby approved;

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

1. The Daxton Hotel shall abide by all provisions of the Birmingham City Code; and
2. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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

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

BE FURTHER RESOLVED that the Daxton Hotel is recommended for a transfer of ownership of the liquor license from the Aparium Hotel Group to Woodward Brown Ventures, LLC with no changes to the building, site, or operations, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on January 10, 2022.

Alexandria Bingham
City Clerk



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
JESSICA A. HALLMARK
JOHN W. KUMMER
GREGORY K. NEED
G. HANS RENTROP

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:

PHILLIP G. ADKISON
KEVIN M. CHUDLER
KATHERINE A. TOMASIK

November 16, 2021

Via Electronic Mail

Nicholas Dupuis, Planning Director
City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012

**Re: Daxton Hotel
Special Land Use Permit Amendment as to Ownership Only**

Dear Mr. Dupuis:

The Daxton Hotel was issued a Special Land Use Permit to operate with a B Hotel Liquor License ("Liquor License").

The Liquor License is held by Aparium Hotel Group. Woodward Brown Ventures, LLC ("Woodward Brown") owns the real estate and the business. Woodward Brown is taking the management of the Daxton Hotel in-house.

Consequently, the Liquor License is being transferred from Aparium Hotel Group to Woodward Brown.

There will be no change to the layout or concept of the Daxton Hotel. This is a request for change of ownership of the Liquor License only. Attached for your reference is an organization chart for Woodward Brown, which is ultimately owned by Mark Mitchell's trusts. The City is familiar with Mr. Mitchell and his success at the Daxton Hotel.

Attached is a Special Land Use Permit Application for Woodward Brown. The fee in the amount of \$200 will be hand delivered to the Planning Division on Wednesday, November 17th.

We understand that this matter will be considered by the City Commission after the Planning Division's review.

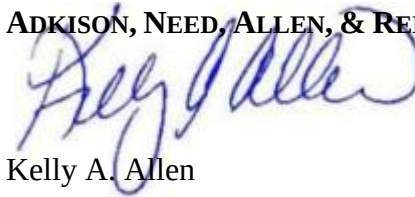
An application to transfer the Liquor License has been filed with the Michigan Liquor Control Commission. An application is being submitted to the Birmingham Police Department on November 17th. Commander Busen is reviewing the same.

If you have any questions, please contact me.

Thank you very much for your assistance and consideration.

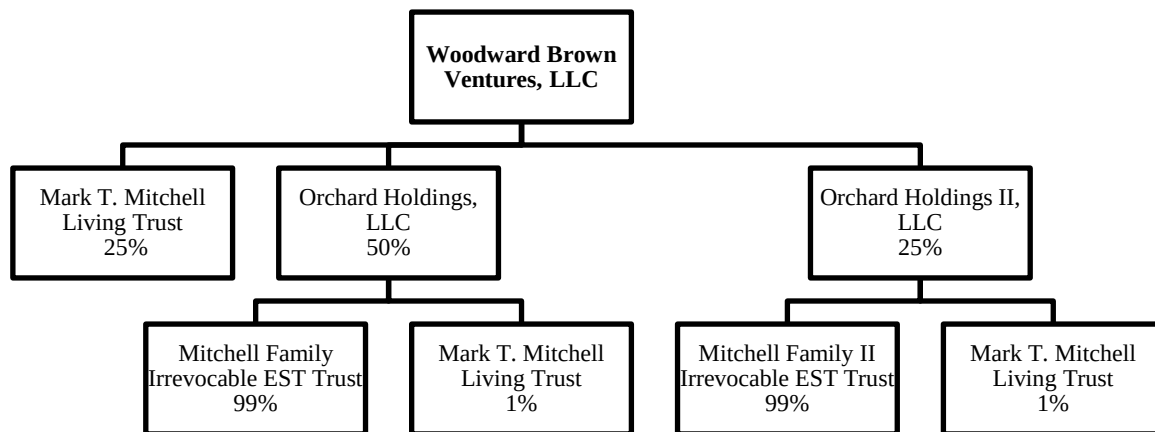
Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

KAA/kjp
Enclosure





Special Land Use Permit Application

Planning Division

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

1. Applicant

Name: Woodward Brown Ventures, LLC/Aparium Hotel Group
 Address: 298 S Old Woodward Ave., Birmingham, MI 48009
 Phone Number: 248-247-3814
 Fax Number: _____
 Email address: jsilverman@mitchellfo.com

2. Property Owner

Name: Woodward Brown Ventures, LLC
 Address: 298 S Old Woodward Ave., Birmingham, MI 48009
 Phone Number: 248-247-3814
 Fax Number: _____
 Email address: jsilverman@mitchellfo.com

3. Applicant's Attorney/Contact Person

Name: Kelly A. Allen, Esq.
 Address: 39572 Woodward, Suite 222, Bloomfield Hills, MI 48304
 Phone Number: 248-540-7400
 Fax Number: _____
 Email address: kallen@anafirm.com

4. Project Designer/Developer

Name: N/A
 Address: _____
 Phone Number: _____
 Fax Number: _____
 Email address: _____

5. Required Attachments

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

6. Project Information

Address/Location of the property: 298 S Old Woodward and 325 E Brown St.
 Name of development: Daxton Hotel
 Sidwell #: 19-36-202-009 and 19-36-202-016
 Current Use: Hotel; 5th floor residential
 Proposed Use: Hotel; 5th floor residential
 Area of Site in Acres: 0.62 acres
 Current zoning: B-4/O-4
 Is the property located in the floodplain? No
 Name of Historic District Site is located in: Downtown Overlay
 Date of Historic District Commission Approval: 6/21/17
 Date of Application for Preliminary Site Plan: 4/26/17
 Date of Preliminary Site Plan Approval: 5/24/17

Date of Application for Final Site Plan: 6/28/17
 Date of Final Site Plan Approval: 8/9/17
 Date of Application for Revised Final Site Plan: 1/31/19
 Date of Revised Final Site Plan Approval: 4/28/18
 Date of Design Review Board Approval: N/A
 Is there a current SLUP in effect for this site? Yes
 Date of Application for SLUP: _____
 Date of SLUP Approval: _____
 Date of Last SLUP Amendment: N/A
 Will proposed project require the division of platted lots? N/A
 Will proposed project require the combination of platted lots? N/A

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

The Class B Hotel Economic Development license is currently held by the management company, Aparium Hotel Group. The Special Land Use was issued to the Daxton Hotel with Woodward Brown Ventures, LLC ("WBV") as the applicant. WBV is bringing the management of the Daxton Hotel in house. Therefore, the liquor license is being transferred from Aparium Hotel Group to WBV. There is no change to the concept or layout. There is no change of ownership of the real estate or the business, only the liquor license.

8. Buildings and Structures

Number of Buildings on Site: N/A
Height of Buildings & # of Stories: N/A

Use of Buildings: N/A
Height of Rooftop Mechanical Equipment: N/A

9. Floor Use and Area (in Square Feet)

Proposed Commercial Structures:

Total basement floor area: N/A
Number of square feet per upper floor: N/A
Total floor area: N/A
Floor area ratio (total floor area ÷ total land area): N/A
Open space: N/A
Percent of open space: N/A

Office Space: N/A
Retail Space: N/A
Industrial Space: N/A
Assembly Space: N/A
Seating Capacity: N/A
Maximum Occupancy Load: N/A

Proposed Residential Structures:

Total number of units: N/A
Number of one bedroom units: N/A
Number of two bedroom units: N/A
Number of three bedroom units: N/A
Open space: N/A
Percent of open space: N/A

Rental units or condominiums? N/A
Size of one bedroom units: N/A
Size of two bedroom units: N/A
Size of three bedroom units: N/A
Seating Capacity: N/A
Maximum Occupancy Load: N/A

Proposed Additions:

Total basement floor area, if any, of addition: N/A
Number of floors to be added: N/A
Square footage added per floor: N/A
Total building floor area (including addition): N/A
Floor area ratio (total floor area ÷ total land area): N/A
Open Space: N/A
Percent of open space: N/A

Use of addition: N/A
Height of addition: N/A
Office space in addition: N/A
Retail space in addition: N/A
Industrial space in addition: N/A
Assembly space in addition: N/A
Maximum building occupancy load (including addition): N/A

10. Required and Proposed Setbacks

Required front setback: N/A
Required rear setback: N/A
Required total side setback: N/A
Side setback: N/A

Proposed front setback: N/A
Proposed rear setback: N/A
Proposed total side setback: N/A
Second side setback: N/A

11. Required and Proposed Parking

Required number of parking spaces: N/A
Typical angle of parking spaces: N/A
Typical width of maneuvering lanes: N/A
Location of parking on site: N/A
Location of parking off site: N/A
Number of light standards in parking area: N/A
Screenwall material: N/A

Proposed number of parking spaces: N/A
Typical size of parking spaces: N/A
Number of spaces <180 sq. ft.: N/A
Number of handicap spaces: N/A
Shared parking agreement? N/A
Height of light standards in parking area: N/A
Height of screenwall: N/A

12. Landscaping

Location of landscape areas: N/A

Proposed landscape material: N/A

13. Streetscape

Sidewalk width: N/A

Number of benches: N/A

Number of planters: N/A

Number of existing street trees: N/A

Number of proposed street trees: N/A

Streetscape plan submitted? N/A

Description of benches or planters: N/A

Species of existing trees: N/A

Species of proposed trees: N/A

14. Loading

Required number of loading spaces: N/A

Typical angle of loading spaces: N/A

Screenwall material: N/A

Location of loading spaces on site: N/A

Proposed number of loading spaces: N/A

Typical size of loading spaces: N/A

Height of screenwall: N/A

Typical time loading spaces are used: N/A

15. Exterior Waste Receptacles

Required number of waste receptacles: N/A

Location of waste receptacles: N/A

Screenwall material: N/A

Proposed number of waste receptacles: N/A

Size of waste receptacles: N/A

Height of screenwall: N/A

16. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: N/A

Size of transformers (L•W•H): N/A

Number of utility easements: N/A

Screenwall material: N/A

Location of all utilities & easements: N/A

Height of screenwall: N/A

Ground Mounted Mechanical Equipment:

Number of ground mounted units: N/A

Size of ground mounted units (L•W•H): N/A

Screenwall material: N/A

Location of all ground mounted units: N/A

Height of screenwall: N/A

Rooftop Mechanical Equipment:

Number of rooftop units: N/A

Type of rooftop units: N/A

Screenwall material: N/A

Location of screenwall: N/A

Location of all rooftop units: N/A

Size of rooftop units (L•W•H): N/A

Percentage of rooftop covered by mechanical units: N/A

Height of screenwall: N/A

Distance from rooftop units to all screenwalls: N/A

17. Accessory Buildings

Number of accessory buildings: N/A

Location of accessory buildings: N/A

Size of accessory buildings: N/A

Height of accessory buildings: N/A

18. Building Lighting

Number of light standards on building: N/A

Type of light standards on building: N/A

Size of light fixtures (L•W•H): N/A
Maximum wattage per fixture: N/A
Light level at each property line: N/A

Height from grade: N/A
Proposed wattage per fixture: N/A

19. Site Lighting

Number of light fixtures: N/A
Size of light fixtures (L•W•H): N/A
Maximum wattage per fixture: N/A
Light level at each property line: N/A

Type of light fixtures: N/A
Height from grade: N/A
Proposed wattage per fixture: N/A
Holiday tree lighting receptacles: N/A

20. Adjacent Properties

Number of properties within 200 ft.: N/A

Property #1

Number of buildings on site: N/A
Zoning district: N/A
Use type: N/A
Square footage of principal building: N/A
Square footage of accessory buildings: N/A
Number of parking spaces: N/A

Property Description: N/A

North, south, east or west of property? N/A

Property #2

Number of buildings on site: N/A
Zoning district: N/A
Use type: N/A
Square footage of principal building: N/A
Square footage of accessory buildings: N/A
Number of parking spaces: N/A

Property Description: N/A

North, south, east or west of property? N/A

Property #3

Number of buildings on site: N/A
Zoning district: N/A
Use type: N/A
Square footage of principal building: N/A
Square footage of accessory buildings: N/A
Number of parking spaces: N/A

Property Description: N/A

North, south, east or west of property? N/A

Property #4

Number of buildings on site: N/A
Zoning district: N/A
Use type: N/A
Square footage of principal building: N/A
Square footage of accessory buildings: N/A
Number of parking spaces: N/A

Property Description: N/A

North, south, east or west of property? N/A

Property #5

Number of buildings on site: N/A
Zoning district: N/A
Use type: N/A
Square footage of principal building: N/A
Square footage of accessory buildings: N/A
Number of parking spaces: N/A

Property Description: N/A

North, south, east or west of property? N/A

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

By providing your e-mail to the City, you agree to receive news notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

Signature of Owner: DocuSigned by: JEFFREY SILVERMAN 97C61C491456450... Date: 11/16/2021

Print Name: Jeffrey Silverman

Signature of Applicant: DocuSigned by: JEFFREY SILVERMAN 97C61C491456450... Date: 11/16/2021

Print Name: Jeffrey Silverman

Signature of Architect: _____ Date: _____

Print Name: _____

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____



MEMORANDUM

Police Department

DATE: December 28, 2021

TO: Thomas M. Markus, City Manager

FROM: Chris Busen, Investigative Commander

APPROVED: Mark H. Clemence, Chief of Police

SUBJECT: Request to Transfer Ownership of the Resort B Hotel License with 151 Hotel Rooms and SDM Liquor License with Sunday Sales (AM and PM) Permit, Dance/Entertainment Permits, Eight Additional Bar Permits, and Participation Permit from Aparium Hotel Group, LLC (Business ID No.266721) Located at 298 S Old Woodward, Birmingham, Oakland County to Woodward Brown Ventures, LLC; and Request to Cancel the Participation Permit.

INTRODUCTION:

The police department has received a request from the Law Offices of Adkison, Need, Allen, and Rentrop, which represents Woodward Brown Ventures, LLC ("Woodward Brown") that does business as the Daxton Hotel ("Daxton"). Woodward Brown requests approval to transfer ownership of the B Hotel License from Aparium Hotel Group, LLC, located at 298 S Old Woodward, Birmingham to Woodward Brown. Woodward Brown is requesting a transfer of all existing permits; no new permits are being requested. This license was issued under Birmingham's ordinance, Chapter 10, Division 5, Section 10-100, which allows for a liquor license to be issued, under certain circumstances, to theaters and hotels. Woodward Brown has paid the initial fee of \$1,500.00 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code.

BACKGROUND:

The Michigan Liquor Control Commission ("MLCC") issued Aparium Hotel Group, LLC a new Resort B Hotel License on March 11, 2021 under MCL 436.1531(4) with the applicant company Woodward Brown Ventures, LLC as the participant on the license. The liquor license issued by the MLCC is not transferable as to location.

The Daxton Hotel is a boutique five-story hotel with 151 hotel rooms that opened for business in April 2021. The Daxton has one restaurant on premise, Madam. The seating at Madam is 112 (84 in the main dining area, 18 seats at the bar and 10 seats in a private dining room). Madam's current hours of operation are 7:30 a.m. to 2:30 p.m. and 5:00 p.m. to 11:00 p.m. Monday-Wednesday, 7:00 a.m. to 2:30 p.m. and 5:00 p.m. to midnight on Thursday and Friday, 7:00 a.m. to 4:00 p.m. and 5:00 p.m. to midnight on Saturday and 7:00 a.m. to 11:00 p.m. on Sunday. There is no cost to Woodward Brown for this acquisition of the license. Woodward Brown is and always has been the owner of the building. The transfer of the license will not disrupt the Daxton business and will be seamless to the public. There is no change to the layout or concept of the

Daxton Hotel. Woodward Brown is submitting its application to amend the Special Land Use Permit simultaneously with this request directly to the City Commission. Woodward Brown is controlled by various Mitchell Family Trusts. Jennifer Ashley Higham, Mark Thomas Mitchell and James David Oegema control the trusts jointly.

A background check was conducted on Higham, Mitchell and Oegema using the Law Enforcement Information Network (LEIN), the Courts and Law Enforcement Management Information System (CLEMIS) and the Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (MAGLOCLEN) FBI N-DEX national database. The Woodward Brown members have no criminal convictions and no negative law enforcement contacts.

LEGAL REVIEW:

Non-applicable

FISCAL IMPACT:

\$1,500.00 liquor license application fee received.

PUBLIC COMMUNICATIONS:

Non-applicable

SUMMARY:

Woodward Brown has requested approval from the City to Transfer Ownership of a Resort B Hotel License issued under MCL 436.1531(4) located at 298 S Old Woodward, Birmingham. Woodward Brown also requests the following permits: SDM License and Sunday Sales (AM/PM) permit, Dance/Entertainment Permit, and eight Additional Bar Permits. Woodward Brown requests to cancel the existing Participation Permit.

All of the above are existing permits. No new permits are being requested. The change is basically replacing Aparium Hotel Group, LLC with Woodward Brown Ventures, LLC.

ATTACHMENTS:

Non-applicable

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Woodward Brown approving the liquor license request of Woodward Brown requesting a Transfer of Ownership of a Resort B Hotel License and SDM liquor license with Sunday Sales (AM/PM), Dance/Entertainment Permits, and Eight Additional Bar Permits from Aparium Hotel Group, LLC, to be issued pursuant to MCL 436.1531(4) located at 298 S Old Woodward, Birmingham, Oakland County, MI 48009.

DATE: January 5, 2022

TO: Thomas M. Markus, City Manager

FROM: Carrie A. Laird, Parks and Recreation Manager

APPROVED: Lauren A. Wood, Director of Public Services

SUBJECT: Oakland County Parks and Recreation Park Improvement Grant

INTRODUCTION:

Voters passed the Oakland County Parks and Recreation Millage in November of 2020. A portion of these funds will be used for competitive grant programs that support local park improvement projects and non-motorized trails. The Oakland County Parks and Recreation (OCPR) Grant Programs were created to assist local communities with planning, preliminary engineering/design, and construction costs directly related to park improvement and trail projects located in Oakland County. \$1.2 million is available for the OCPR Grant Programs for Fiscal Year 2022 (begins October 1, 2021). Communities must have an approved resolution by their governing body in order to apply. The deadline to apply is January 14, 2022.

BACKGROUND:

The \$1.2 million is divided into two parts, \$750,000 allocated for the Trailways Grant Program, and \$450,000 is available for the Park Improvements Grant Program. Within these two sources of funding, further limits are placed for Pre-Development Grants (\$5,000 minimum- \$25,000 maximum) and Development Grants (for Trails: \$5,000 minimum- \$200,000 maximum) and (for Park Improvements: \$5,000 minimum - \$100,000). Only one application for one project may be submitted per cycle, for either the Park Improvements Grant Program or the Trailways Grant Program. We will be applying for a Park Improvement Development Grant for the maximum amount of \$100,000 for the development of Adams Park.

Adams Park is selected as our improvement project to apply for funding through Oakland County this year for several reasons. We have a park design ready. We have identified the project in our 5-year Parks and Recreation Master Plan (2018-2022). We have public engagement and support. Included in the design are ADA compliance and sustainability. Additionally, the improvement of Adams Park aligns with the most recent OCPR County-Wide Needs assessment where essentially we can check the most boxes of identified needs (i.e. picnic area/seating, playground, court sports, field sports). We also have a letter of financial support from Roeper School. Adams Park is the next project in the queue and meets the requirements for potential grant funding through Oakland County Parks and Recreation.

Because of the above stated reasons, we are not applying for this grant as it relates to trails or Pickleball courts. We will be considering other grant opportunities for these future projects.

The application is online and intentionally designed to be user friendly and easy to fill out to encourage communities to apply for this funding.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and is satisfied with how it reads.

FISCAL IMPACT:

This grant would potentially award Birmingham up to \$100,000, to apply toward the cost of the Adams Park Improvement project. The actual construction cost for the Adams Park development project is unknown until we receive competitive bids. The minimum construction budget is estimated to be \$725,000.

The grant funds will offset the use of Parks and Recreation Bond dollars from the Land Improvement account #408-751.000-979.0000.

PUBLIC COMMUNICATION:

At this time, no public communication is required. If the City of Birmingham is awarded the OCPR Grant Funding, it will be communicated through all appropriate channels.

SUMMARY:

The Department of Public Services recommends approving the attached Resolution and submit it online for the OCPR Park Improvement Grant Program.

ATTACHMENTS:

- Resolution of Authorization for Birmingham to apply to the Oakland County Parks and Recreation Park Improvements Grant Program
- OCPR Grant Program Guidance for Applicants

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution authorizing the City of Birmingham to apply for the Oakland County Parks and Recreation Park Improvements Grant Program for the maximum amount of \$100,000.

RESOLUTION

Resolution of authorization for cities, villages and townships to apply to the Oakland County Parks and Recreation Trailways and Park Improvements Grant Programs

WHEREAS the City of Birmingham desires to submit an application titled "City of Birmingham Adams Park" to the Oakland County Parks and Recreation Park Improvements Grant Program for the Development of Adams Park including a new play area, garden seating plaza, basketball court, track and field elements, and beautiful landscaping at Adams Park in the City of Birmingham in the amount of \$100,000.00; and

WHEREAS the proposed application is supported by the Community's 2018-2022 Parks and Recreation Master Plan; and

WHEREAS the Grant Program requires a local match of twenty-five percent (25%) of the requested grant; and

WHEREAS the Grant Program requires that the City of Birmingham certify compliance with all Grant Program requirements, including commitment to long-term maintenance and all project cost overruns.

NOW THEREFORE BE IT RESOLVED that the City of Birmingham hereby approves participation in the Park Improvements Grant Program and authorizes the submission of a Park Improvements Grant Program application for \$100,000.00.

BE IT FURTHER RESOLVED that the Grant Program application is supported by the 2018-2022 City of Birmingham Parks and Recreation Master Plan.

BE IT FURTHER RESOLVED that the City of Birmingham acknowledges and certifies compliance with all grant program requirements, including commitment to long-term maintenance and all project cost overruns.

BE IT FURTHER RESOLVED that the City of Birmingham shall make a local match far exceeding the required 25% and is in fact an estimated 90% match through financial commitment in cash, force account, federal or state funds, private funds, or donated labor/materials directly related to the project for \$978,341.00.

BE IT FURTHER RESOLVED that Lauren Wood, Director of Public Services will be authorized to sign all grant-related documents on behalf of the City of Birmingham.

AYES:

NAYES:

ABSENT:

MOTION APPROVED. I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by Birmingham City Commission at their regular meeting held on January 10, 2022, at 7:30 p.m., with a quorum present.

Clerk

Dated



Grant Program Guidance for Applicants

**OAKLAND
COUNTY PARKS**
Great Parks for Great People



Print Date November 2, 2021

Grant Program Guidance for Applicants



General contact information:

website: OaklandCountyParks.com

phone: 1-888-OC PARKS

email: OCParks@oakgov.com

2800 Watkins Lake Road

Waterford, MI 48328

Parks Commission

The Oakland County Parks and Recreation Commission was established by Public Act 261 of 1965. Founded in 1966, the commission is the policymaking board that oversees the system's 6,700 acres. Commissioners are tasked with allocating resources throughout 14 parks, and making decisions about purchasing park land, constructing facilities, preserving maintenance standards and developing innovative programs and services.

The Oakland County Parks and Recreation Commission is dedicated to providing all residents quality recreation experiences that encourage healthy lifestyles, support economic prosperity, and promote the protection of natural resources.

Oakland County Parks, programs, services and facilities are made possible by millage funds supported by Oakland County residents. For a home or business valued at \$200,000, the homeowner pays approximately \$35/year to support Oakland County Parks and Recreation.

Current Parks Commission Members:

Gary R. McGillivray-Chairman, J. David Vanderveen-Vice Chairman,

Ebony Bagley- Secretary, Christine Long-Executive Committee Member, Yolanda Charles, Andrea LaFontaine,

Jim Nash, Nancy L. Quarles, E. Lance Stokes

For information about the Oakland County Parks and Recreation Grant Programs, please contact:

Amanda Herzog

Project Advisor – OCPR Grant Programs

(248) 221-8738

herzogab@oakgov.com

Melissa Prowse

Supervisor – Planning & Resource Development

(248) 249-2801

prowsem@oakgov.com

Table of Contents

Introduction2

Schedule3

Grant Program Overview and Eligibility4

Application Guidance6

APPENDIX A: Sample Resolution10

Introduction

The Oakland County Parks and Recreation Millage was passed by voters in November 2020. A portion of these funds will be used for competitive grant programs that support local park improvement projects and non-motorized trails. The Oakland County Parks and Recreation (OCPR) Grant Programs were created to assist local communities with planning, preliminary engineering/design, and construction costs directly related to park improvement and trail projects located in Oakland County.

\$1.2 million is available for the OCPR Grant Programs for Fiscal Year 2022 (Oakland County Fiscal Year begins October 1). Currently, \$750,000 has been allocated for the Trailways Grant Program, and \$450,000 allocated for the Park Improvements Grant Program. The OCPR Commission reserves the ability to adjust the funding in each grant program, in its sole discretion.



Schedule

Schedule for Oakland County Parks and Recreation Trailways and Park Improvements Grant Programs



Request for Proposals
November 15, 2021



Informational Webinar
December 7, 2021



Grant Applications Due Online
January 14, 2022 by 5 p.m.



Award Announcement
April 2022



Project Period Begins
Upon execution of grant agreements



Project Period Ends
Date on executed grant agreement



Final Report Due
60 days after project period end date

Oakland County Parks and Recreation Grant Program Overview and Eligibility

Trailways Grant Program Goals

Fund trail planning/design/engineering (pre-development) as well as development/construction, with a priority of closing gaps and/or making connections to planned trail networks and systems within Oakland County. Projects should fill gaps, connect key locations or existing pathways, or otherwise be part of a larger trail planning effort. No stand-alone projects will be considered (unless they are part of a larger coordinated effort). Trail projects within a park facility may be eligible for the OCPR Park Improvements grant program. “Trail project” is defined as: a non-motorized trail, path, pathway, shared-use path, pathway connector, on-road bike facility, water trail and trail-related amenities including, but not limited to, trailheads, pedestrian-activated traffic control devices, bike racks, bike repair stations, wayfinding signs, bridges, boardwalks, tunnels and benches.

Park Improvement Grant Program Goals

Fund city, village, or township park planning/design/engineering projects (pre-development) as well as development/construction of projects that promote and provide public outdoor recreation opportunities. “Park Improvements” are defined as: projects that create new park facilities or renovate existing park facilities and must promote or involve fishing, hunting, beaches, boating access, picnic areas, winter sports areas, playground equipment, ball fields, court sports, skate parks, sports fields, disc golf, park trails, spray parks/splash pads, or support/improve the user experience, including but not limited to, nature interpretive buildings, visitor centers, restrooms, trailheads, parking areas, or maintenance/equipment storage buildings.

Grant Limits

Trailways Grant Program

Pre-Development Grants – \$5,000 minimum - \$25,000 maximum

Development Grants - \$5,000 minimum - \$200,000 maximum

Park Improvements Grant Program

Pre-Development Grants - \$5,000 minimum - \$25,000 maximum

Development Grants - \$5,000 minimum - \$100,000 maximum

Grant Match

A minimum 25% grant match is required for all grants.

Eligibility

- Grant Projects must be located in Oakland County, Michigan.
- The Grant application must be submitted by a city, village, or township in Oakland County. The State of Michigan, school districts, regional authorities, federally recognized Native American tribes, colleges, universities, private recreation providers, land conservancies, and conservation districts are NOT eligible.

Grant Requirements

- Park Improvements and Trailways projects must be identified in an approved/adopted plan including, but not limited to, 5-year Parks and Recreation Plan, Capital Improvement Plan, Trailways Master Plan, Complete Streets Plan, Pathways Plan, or Community Master Plan.
- Each city, village, or township is only able to receive funding for projects in their jurisdiction every 2 years. For example, if a community is awarded grant funding in 2022, they cannot submit another application until 2024.
- Communities should submit only one application per cycle, for either the Park Improvements Grant Program or the Trailways Grant Program.
- Pre-development Grants involve activities prior to construction of a park improvement or trail project including, but not limited to, design, preliminary engineering, Phase 1 or 2 Environmental Site Assessments, public engagement, and construction plans.
- Development Grants involve activities commencing with the construction of a park improvement project or a trail.
- Park Improvement projects can create new park facilities or can renovate existing facilities (so long as the need for renovation is not due to poor maintenance, design, or construction).
- Park Improvement projects must promote or involve fishing, hunting, beaches, boating access, picnic areas, winter sports areas, playground equipment, ball fields, court sports, skate parks, sports fields, disc golf, park trails, or support/improve the user experience, including but not limited to, nature interpretive buildings, visitor centers, restrooms, trailheads, parking areas, or maintenance/equipment storage buildings. Construction management and permit fees associated with Park Improvement projects are eligible expenses for reimbursement (not to exceed 15%). If you are unsure if your project is eligible for grant funding, please reach out to grant staff to discuss

Ineligible Expenses:

Funding will not be provided for the following projects: (1) indoor recreation facilities (except those that support outdoor recreation), (2) land acquisition, (3) stadiums for professional sports, (4) art displays, (5) decorative fountains, (6) facilities for historical interpretation, (7) projects that would create an unfair competitive situation with private enterprise, and (8) invasive species removal, shoreline stabilization, or erosion control that are not directly related to the improvements of recreation facilities at the project site, or (9) ongoing maintenance costs (i.e., mowing the grass or emptying trash receptacles).

Application Guidance

Responses to questions in the online application should be brief, but informative. Maximum word counts are identified for each question, but do not need to be reached for a successful application.

TAB 1: APPLICANT INFORMATION

Project Title

Please use a title that includes the applicant municipality name and a few words to describe the proposed project (i.e. “Ferndale Pathway Development,” or “Clawson City Park Playground Replacement.”)

Name of City, Village or Township

Select applicant city, village or township from the drop-down menu.

Primary Grant Administrator Contact Information

This should be the person responsible for administering the grant and should be someone directly familiar with the project and able to answer questions about the project.

Project Partners

Please describe any partners that are contributing directly or indirectly to the project, i.e. financial support, volunteer labor/services, donors of materials/supplies, etc. Please do not list project “supporters” in this section, but rather submit letters of support from these organizations in the “Uploads” section of the online application.

Grant Type

Select the type of grant for which you are applying – Pre-Development Grant Program (design, engineering, planning, etc.) or Development Grant Program (construction).

TAB 2: FINANCIAL INFORMATION

Match Sources

Please list all match sources in this section. Match can be identified as “pledged, awarded, budgeted, or pending.” Please list each source separately by adding a new row for each match source. Pending funding should include any other grants that have been applied for but not awarded at the time of submission. Applicant match sources may include:

1. **General Funds or Local Restricted Funds:** Local cash or budgeted funding from the applicant’s general fund or restricted recreation funds.
2. **Force Account Labor:** The applicant’s paid employees who will work directly on the construction of the project. This value cannot include administration or supervision costs, but may include design engineering and other professional services.
3. **Federal or State Funds:** Federal or State grant funds that have been awarded (or are pending award) for funding within the OCPR grant project period.
4. **Private or Philanthropy:** Funding that has been awarded through private donations or philanthropic organizations.
5. **Cash Donations:** Cash generated from donations, fund-raising, or other similar means.

- 6. Donated Labor/Materials:** Labor or materials directly related to the construction of the project from sources other than the applicant's own paid labor. Donated labor will be valued at minimum wage, unless the person is professionally skilled in the work being performed on the project. When a professional is volunteering professional services, the wage rate this individual is normally paid for performing this service may be charged to the project. Value of donated materials must be documented. Value of donated land will not be counted as match.

Grant Match and Project Costs

Please list the total project cost, the amount requested from OCPR, and the local match being provided. Indicate the status of each match source using the drop-down menu to select "pledged, awarded, budgeted, or pending."

Trailways Grant Program

- Pre-Development Grants – 25% match required. Grants range from \$5,000 - \$25,000 (for example, for a \$10,000 project, a minimum of \$2,500 must be provided by the applicant).
- Development Grants - 25% match required. Grants range from \$5,000 - \$200,000 (for example, for a \$200,000 project, a minimum of \$50,000 must be provided by the applicant).

Park Improvements Grant Program

- Pre-Development Grants – 25% match required. Grants range from \$5,000 - \$25,000 (for example, for a \$10,000 project, a minimum of \$2,500 must be provided by the applicant).
- Development Grants - 25% match required. Grants range from \$5,000 - \$100,000 (for example, for a \$100,000 project, a minimum of \$25,000 must be provided by the applicant).

Project Budget

Using the form in the online application, please provide a project budget. To add additional scope items, click the plus sign to add additional rows. Please round to the nearest dollar. Grantees are responsible for all cost overruns or any additional costs needed to complete the project that are not identified in the submitted project budget. See Eligibility section for a list of ineligible expenses.

TAB 3: PROJECT DETAILS

Project Description

This section contains five individual questions to provide detail on the project.

1. Describe the physical location of the proposed project and ownership of the property. Describe any nearby features or amenities that may impact the project or benefit from the project. (250 word max)
2. Describe the project design and why it was chosen. (250 word max)
3. Provide a relevant history/background information (including any environmental concerns that have been identified on the project property and how you plan to address them). (250 word max)
4. Describe the community need for the project – describe how you are proposing to meet an existing identified need and not duplicating services. Describe anticipated community impact and usage. (250 word max)

Project Identification in Planning Documents (100 word max)

Indicate where and how this project is addressed in relevant community planning documents, which may include: 5 Year Parks and Recreation Master Plan, Capital Improvement Plan, Park Master Plan, Capital Improvement Plan, Community Master Plan, Complete Streets Plan, Trailway Master Plan, Pathway Plan, etc. Please include a link or directions to where the documents can be found online. If not available online, please include relevant pages of the document as an upload in the uploads section of this application.

Project Alignment with Most Recent OCPR County-Wide Needs Assessment – PARK IMPROVEMENT PROGRAM ONLY (this question will not appear in the Trailways Grant Program Application)

Indicate how the proposed park improvement project aligns with the most recent [OCPR County-Wide Needs Assessment](#). Select from the list any of the project categories that the proposed project fits within (may select more than one).

Public Engagement/Support (250 word max)

Applicants must hold at least one public meeting (advertised in a manner that would satisfy the Michigan Open Meetings Act) to receive public input about the project. This can be a regularly scheduled board/commission meeting or a separate stakeholder or public input meeting. Support for the project will need to be demonstrated in the application. Include a summary of all relevant public engagement regarding the proposed project.

Sustainability (250 word max)

Projects that consider sustainability in their design and construction will receive more points than those that do not. Sustainable design/construction creates products and services that have considered the environmental, social, and economic impacts from the initial phase throughout the design life. Examples of sustainable design principles include, but are not limited to, low-impact materials, energy efficiency, reuse and recycling, durability, water conservation, etc.

Long-Term Maintenance (100 word max)

Development projects funded by OCPR must be maintained and open to the public for a minimum of 15 years from OCPR approval of final report. Describe how the project will be maintained long-term, including any equipment or staffing needs and how they will be addressed.

ADA Compliance/Universal Accessibility (250 word max)

Projects must, at a minimum, meet accessibility requirements of the [ADA – 2010 ADA Design Standards](#). Projects not covered under the ADA should follow the [US Access Board Outdoor Developed Areas Accessibility Guidelines](#). Indicate whether you consulted with anyone in the disability community for review of the design of the project or of specific scope items that relate to accessibility. Upload a letter or meeting minutes which specifies their recommendations, if any, on how the project can meet or exceed ADA requirements. Letters from consultants or equipment representatives will not be considered as input from an advocate of the disability community. Additional points will be awarded for projects that incorporate Universal Design principles. Describe how the proposed project will be ADA compliant and list any project components that incorporate principles of Universal Design. Include any relevant and applicable design drawings, specifications, etc. in the “Uploads” section of this application. ([The National Disability Authority has an excellent summary of the 7 Principles of Universal Design](#)).

Project Dates

Costs incurred for a project prior to the date the grant agreement is executed will not be eligible for reimbursement. The grant period for pre-development projects is one year from the date the grant agreement is executed. The grant period for development projects is three years from the date the grant agreement is

executed. Grant monies not used during the grant period (including any extensions granted) will be forfeited and allocated funds will be returned to the OCPR's grant fund. Grant period extensions due to extenuating circumstances may be requested, in writing, by grantees prior to the end of an identified grant period. Extensions will be granted at the discretion of OCPR grant management staff (OCPR Planning).

Site Control

Select the type of site control the applicant has over the site where the project is to be completed. Site control may be fee-simple, less-than-fee-simple, lease, easement, or other control.

Entrance

Select whether or not the park or facility has any required entrance fees – annual, daily, non-resident, etc.

Ease of Access

Select the ways in which people can access the site – automobile only, bicycle on-street, dedicated bike lane, sidewalk, nearby bus stop (within ¼ mile).

Certified Resolution

A certified copy of a resolution from the applicant's governing body (city council, village council, township board) must be uploaded in the "Uploads" section of the online grant application (see Appendix A: Sample Resolution). This resolution shall state and include the following: (1) approval of the Community's participation in the Program, (2) authorization of the application for the Program, (3) designation of the person authorized to sign on the Community's behalf, and (4) certification of the Community's compliance with the Program's requirements, including commitment to long-term maintenance and to all project cost overruns.

Final Report & Reimbursement

The OCPR Trailways and Park Improvements Grant Programs are reimbursement grants. If awarded a grant, the community will have an opportunity to request reimbursement on a quarterly basis. A final report will need to be submitted and approved by OCPR grant management staff prior to the release of the final 20% of grant funds.

Uploads

Required:

- Project Location Map: The applicant must submit a map with the project location and public parking location. The applicant can submit multiple maps combined into a single PDF or up to 3 JPEG.
- Project Site Plan/Map: The applicant must submit a map or site plan that shows the detailed locations of the project scope items to be funded by the grant, i.e., proposed playground location, proposed trail route, etc. This map or site plan does not need to be a professional site plan.
- Certified Resolution

Optional:

- Letters of Support (submit as one combined PDF or up to 3 JPEG)
- Design drawings/specifications (submit as one combined PDF or up to 3 JPEG)
- Photographs with captions that indicate the relevant content of the photo (submit as one combined PDF or up to 3 JPEG)
- Other

APPENDIX A: Sample Resolution

Sample resolution of authorization for cities, villages and townships to apply to the Oakland County Parks and Recreation Trailways and Park Improvements Grant Programs

WHEREAS _____ (community desires to submit an application titled “ _____ ” to the Oakland County Parks and Recreation [Trailways] OR [Park Improvements] Grant Program for [Predevelopment] or [Development] of _____ (project description) at _____ (location or park name) in the amount of \$ _____; and

WHEREAS the proposed application is supported by the Community’s **[insert name of planning document]**; and

WHEREAS the Grant Program requires a local match of twenty-five percent (25%) of the requested grant; and

WHEREAS the Grant Program requires that _____ (community) certify compliance with all Grant Program requirements, including commitment to long-term maintenance and all project cost overruns.

NOW THEREFORE BE IT RESOLVED that _____ (community) hereby approves participation in the [Trailways] or [Park Improvements] Grant Program and authorizes the submission of a [Trailways] OR [Park Improvements] Grant Program application for \$ _____.

BE IT FURTHER RESOLVED that the Grant Program application is supported by _____ (community’s) **[insert name of planning document]**.

BE IT FURTHER RESOLVED that _____ (community) acknowledges and certifies compliance with all grant program requirements, including commitment to long-term maintenance and all project cost overruns.

BE IT FURTHER RESOLVED that _____ (community) shall make a local match through financial commitment in cash, force account, federal or state funds, private funds, or donated labor/materials directly related to the project for \$ _____.

BE IT FURTHER RESOLVED that _____ (person) will be authorized to sign all grant-related documents on behalf of _____ (community).

AYES:

NAYES:

ABSENT:

MOTION APPROVED.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by _____ of _____ at their regular meeting held on _____, 20__, at _____ a.m./p.m., with a quorum present.

Clerk

Dated



MEMORANDUM

City Clerk's Office

DATE: January 5, 2022
TO: Thomas M. Markus, City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: Confirmation of SEMCOG Representatives

INTRODUCTION:

The Southeast Michigan Council of Governments (SEMCOG) serves as a regional organization for promoting regional initiatives and supporting local governments to improve and maintain Southeast Michigan's transportation systems, environmental quality, economic interests and infrastructure. Each member organization is permitted to have a delegate and an alternate member to participate in the general assembly meetings.

SUMMARY:

The City Manager has been serving in the alternate member position and a delegate needs to be selected who must be an elected official. The City Clerk will submit the SEMCOG Delegate/Alternate Designation form after the City Commission has confirmed which of the seven elected officials who be selected to serve as the delegate on behalf of the City of Birmingham.

ATTACHMENTS:

- Email from Susan Stefanski
- SEMCOG Delegate/Alternate Designation Form

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to appoint _____ as the SEMCOG delegate and City Manager Thomas M. Markus as the SEMCOG alternate member to serve on behalf of the City of Birmingham.



Alex Bingham <abingham@bhamgov.org>

Confirmation of SEMCOG Representatives

Stefanski, Susan <stefanski@semcog.org>

Wed, Jan 5, 2022 at 9:29 AM

To: "abingham@bhamgov.org" <abingham@bhamgov.org>

Hello,

Happy New Year! I write to ask that you confirm Birmingham's SEMCOG delegate. Thomas Markus is your alternate, but the delegate position is currently vacant. Please note that the delegate must be an elected official. I have attached the designation form for your use – please fill out the form completely.

Thank you for your attention to this. If you have any questions, feel free to get in touch with me.

We value your SEMCOG membership!

Best,

Susan

Susan Stefanski

Membership Specialist III

SEMCOG

Direct: 313.324.3349 | stefanski@semcog.org

1001 Woodward Avenue, Suite 1400

Detroit, MI 48226

Main: 313-961-4266

Visit: www.semcog.org



SEMCOG Delegate/Alternate Designation Form

The following official representatives have been designated to the SEMCOG General Assembly which meets three times per year:

DELEGATE: (the delegate must be an elected official)

Name: _____ Title: _____

Preferred E-mail: _____

(Please note: E-mail is our primary form of communication)

Preferred Mailing Address: _____

Phone: (include as many as you like)

Business/Office: _____

Home: _____

Mobile/Text: _____

ALTERNATE: (the alternate may be an elected official, staff, or individual selected by the member)

Name: _____ Title: _____

Preferred E-mail: _____

(Please note: E-mail is our primary form of communication)

Preferred Mailing Address: _____

Phone: (include as many as you like)

Business/Office: _____

Home: _____

Mobile/Text: _____

Completed by: _____ **Date:** _____

(Name and Title)

MEMORANDUM

DATE: January 10, 2022

TO: Thomas M. Markus, City Manager and City Commission

FROM: Mary M. Kucharek

SUBJECT: 48th District Court Interlocal Agreement/Intent to Opt Out

INTRODUCTION:

On December 13, 2021 the Commission agreed to enter into an Interlocal Agreement for the expenses and maintenance of the 48th District Court. The Agreement between the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield defines the sharing of expenses of maintenance, financing and operating the 48th District Court and to define the appropriation of fines and costs assessed in the 48th District Court. After review of the budget and finances of the 48th District Court, the City may desire to end the Agreement at the conclusion of 2022 and opt out of being a funding unit. It is necessary, in order to be compliant with the Agreement, to notify, in writing, the City of Birmingham's intent to opt out of the Agreement at the end of this year by the end of January 2022.

BACKGROUND:

The 48th District Court is the District Court that serves seven (7) local communities which are the City of Birmingham, City of Bloomfield Hills, Charter Township of Bloomfield, Charter Township of West Bloomfield, City of Orchard Lake Village, the City of Sylvan Lake and the City of Keego Harbor. The four (4) largest communities, that being the City of Birmingham, the Charter Township of Bloomfield, the Charter Township of West Bloomfield and the City of Bloomfield Hills began a mutual agreement to be the "District Funding Units" of the 48th District Court in 1985. In 2021, the City of Bloomfield Hills, announced its intention to opt out of the Agreement and no longer be a funding unit. The City Manager and the City Finance Officer have taken a long and careful review of the revenues the City receives versus the costs to the City in payment to the 48th District Court. As a result of this deep dive, it is now recommended that the City of Birmingham consider opting out of this Agreement as a responsible financial plan for the City's dollars and no longer being a funding unit.

LEGAL REVIEW:

Multiple statutes of the State of Michigan dictate how courts are to function and provide for the framework by which expenses and appropriation of fines and costs are assessed. The Michigan statutes define the abilities for communities to articulate and define their arrangements for the sharing of expenses and for the appropriation of fines and costs as long as they are authorized by each municipality's governing body. The law allows for funding units to have

different agreements than that which is defined in statute. If a City does not desire to be a funding unit, it is dictated by MCL § 600.8379(1)(c) that the non-funding unit will be paid one-third (1/3) of all the fines and costs imposed for violations of their respective ordinances. Based upon an analysis of a funding unit's financial obligations versus the revenues received, it is now determined that it may be in the best interest of the City to no longer be a funding unit. The City of Birmingham entered into the new Agreement in December of 2021 to be a funding unit on January 1, 2022 and continue until one (1) of the funding units makes a written declaration to opt out. In the month of January, the unit must make a declaration of its intent for the following year. In order for the City of Birmingham to even consider opting out of this Agreement, it must, pursuant to the Agreement at Sections 6.1 and 6.2 signify the intent to opt out of the Agreement in writing during the month of January of the calendar year that the City intends to opt out at its end, and then the Agreement shall continue in effect including financial obligations throughout the balance of said calendar year. After said calendar year, the Agreement would cease to be in existence.

That is not to say that this will be an automatic termination, but rather it signifies the City's intent, and the City would have the ability to continue its investigation and considerations with an ability to confirm or revoke opting out.

FISCAL IMPACT:

The City of Birmingham will continue to receive a portion of the fines and costs imposed in its cases at the 48th District Court in an amount of two-thirds (2/3), as opposed to one-third (1/3), through the 2022 calendar year. If the City of Birmingham decides to opt out of the Agreement, beginning January of 2023 and forward, the City of Birmingham will receive one-third (1/3) of the distribution of its fines and costs, but will no longer have any expenses or costs in the maintenance, financing and operating of the 48th District Court. The savings to the City, depending upon the year, may be significant. Please review the spreadsheet entitled "48th District Court History 2010-2020" for a comparison of being a funding unit versus opting out.

PUBLIC COMMUNICATIONS:

While there has been no formal public communication, this was discussed at the public meeting of the City Commission on December 13, 2021. The 48th District Court and the Townships of Bloomfield Hills and West Bloomfield are aware of this situation and the potential for the City of Birmingham to no longer be a funding unit.

SUMMARY:

The Birmingham City Commission should consider directing the City Mayor to sign a written letter of intent to be served to the Bloomfield Township Supervisor and the Charter Township of West Bloomfield Supervisor, which will signify the City's intent to opt out of the Agreement, in the month of January 2022, further stating its intent to terminate the Agreement at the end of December 31, 2022.

ATTACHMENTS:

- Resolution.
- Agreement of the three (3) Funding Units as entered into as of January 1, 2022.
- Two (2) letters to be executed by the City Mayor once directed by the City Commission.
- 48th District Court 2022 Budget.
- 48th District Court History 2010-2020.
- Prior memo to City Commission dated December 13, 2021.

SUGGESTED COMMISSION ACTION:

Make a motion adopting the resolution to direct the City Mayor to sign a written letter of intent to opt out of the Agreement between the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield which defines the sharing of expenses of maintaining, financing and operating the 48th District Court, and to define the appropriation of fines and costs assessed at the 48th District Court. This letter of intent, if confirmed by December 31, 2022, will cause the Agreement to cease existence at the conclusion of December 31, 2022, and will cause the City of Birmingham to revert to the status of a non-funding unit of the 48th District Court.

CITY OF BIRMINGHAM
A RESOLUTION CONCERNING THE INTERLOCAL
AGREEMENT REGARDING THE SHARING OF EXPENSES OF THE
48TH DISTRICT COURT

At a meeting of the City Commission of the City of Birmingham, Oakland County, Michigan, held on the 10th day of January, 2022, at City Hall, 151 Martin Street, Birmingham, MI, 48009.

Moved by: _____

Seconded by: _____

WHEREAS, the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield had mutually agreed to be the District Funding Units for the 48th District Court responsible for the sharing of expenses of maintaining, financing, and operating the 48th District Court pursuant to MCL § 600.8104(3), and entered into an Agreement commencing January 1, 2022; and

WHEREAS, the Revised Judicature Act of 1961, MCL § 600.8379 establishes how fines and costs assessed in the district court shall be appropriated among the District Funding Units and political subdivisions, unless a distribution of fines and costs is agreed to differently than is provided by law, such as stated in the Agreement; and,

WHEREAS, the City of Birmingham has been a District Funding Unit since at least 1985, and the City is now investigating whether the City of Birmingham should continue as a District Funding Unit and whether financially it benefits or harms the City; and

WHEREAS, it has been determined that if the City of Birmingham is no longer a funding unit, and "opts out" of the Agreement that was entered into on January 1, 2022 it shall result in cost savings for the City; and

WHEREAS, in the Agreement of January 1, 2022 if the City of Birmingham intends to opt out of the Agreement at year's end, then the City must provide the intent to opt out of the Agreement in writing during the month of January 2022 indicating that the Agreement shall cease to exist as of December 31, 2022.

THEREFORE, BE IT RESOLVED, that the Birmingham City Commission hereby directs its Mayor, to sign a written letter of intent to be served to the Bloomfield Township Supervisor and the Charter Township of West Bloomfield Supervisor signifying the City's intent to opt out of the Agreement in this month of January 2022, further stating its intent to terminate the Agreement at the end of December 31, 2022.

Passed, adopted and approved this _____ day of _____, 2022.

AYES: _____

NAYS: _____

PRESENT: _____

ABSENT: _____

CERTIFICATION

I, Alexandria D. Bingham, being the duly appointed and qualified Clerk of the City of Birmingham, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of Resolution, the original of which is on file in my office, adopted by the City of Birmingham Commission at a regular meeting held on January 10, 2022.

Alexandria D. Bingham, City Clerk

AGREEMENT

BETWEEN

THE CITY OF BIRMINGHAM,
THE CHARTER TOWNSHIP OF BLOOMFIELD AND,
THE CHARTER TOWNSHIP OF WEST BLOOMFIELD

TO DEFINE THE SHARING OF EXPENSES OF MAINTAINING, FINANCING AND OPERATING THE 48TH DISTRICT COURT AND TO DEFINE THE APPROPRIATION OF FINES AND COSTS ASSESSED IN THE 48TH DISTRICT COURT

This Agreement is entered into by and between the City of Birmingham, a Michigan Municipal Corporation, 151 Martin Street, Birmingham, Michigan 48009, and the Charter Township of Bloomfield, a Michigan Municipal Corporation, 4200 Telegraph Road, Bloomfield Township, MI 48303 and the Charter Township of West Bloomfield, a Michigan Municipal Corporation, 4550 Walnut Lake Rd. West Bloomfield, MI 48323. The City of Birmingham, Charter Township of Bloomfield and Charter Township of West Bloomfield may be referred to individually as a "Party" and jointly as "Parties."

PURPOSE OF AGREEMENT. The Parties enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 et seq., for the purpose of jointly exercising the powers, privileges and authority that the agencies share in common under the Revised Judicature Act of 1961, Act 236 of 1961, specifically, MCL 600.8104, to define and set forth the sharing of expenses of maintaining, financing and operating the 48th District Court and to define and set forth how the fines and costs assessed in the 48th District Court shall be appropriated among the District Funding Units and political subdivisions as provided by the Revised Judicature Act of 1961, Act 236 of 196, MCL 600.101 et seq.

RECITALS

WHEREAS, the 48th District Court consists of the political subdivisions of the City of Birmingham, the City of Bloomfield Hills, the Charter Township of Bloomfield, the Charter Township of West Bloomfield, the City of Orchard Lake Village, the City of Sylvan Lake, and the City of Keego Harbor, and is established as a district of the third class by Revised Judicature Act of 1961, Act 236 of 1961, specifically MCL 600.8123 (6); and

WHEREAS, the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield have mutually agreed to be the "District Funding Units" for the 48th District Court, responsible for the sharing of expenses of maintaining, financing and operating the 48th District Court pursuant to MCL 600.8104(3); and

WHEREAS, the Revised Judicature Act of 1961, Act 236 of 1961, MCL 600.8379, establishes how fines and costs assessed in the district court shall be appropriated among the District Funding Units and political subdivisions unless a distribution of fines and costs is agreed to differently than as provided by law; and

WHEREAS, there is a "1984 48th District Court Agreement," an "Addendum To 1984 48th District Court Agreement", a "1985 48th District Court Agreement" and a "First Amendment to the 1985 48th District Court Agreement" that provide the for the sharing of costs, expenses and revenues of the 48th District Court between the District Funding Units which agreements are outdated and need to be replaced; and

WHEREAS, the District Funding Units desire to revoke the prior 1984 Agreement, Addendum, 1985 48th District Court Agreement and First Amendment and enter into a new agreement to set forth and define the sharing of expenses of maintaining, financing and operating the 48th District Court between the District Funding Units and to set forth and define how fines and costs assessed in the 48th District Court shall be appropriated among the District Funding Units and political subdivisions.

AGREEMENT

NOW, THEREFORE, based upon the foregoing statements, the Parties agree to the following terms, conditions, representations, consideration and acknowledgements and mutually agree as follows:

1. **District Funding Units.** The City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield shall be the "District Funding Units" for the 48th District Court responsible for the sharing of expenses of maintaining, financing and operating the 48th District Court pursuant to MCL 600.8104(3). The City of Bloomfield Hills, the City of Orchard Lake Village, the City of Sylvan Lake, and the City of Keego Harbor are not District Funding Units and are designated as "political subdivisions".
2. **Expenses.** The Parties agree that the expenses of maintaining, financing and operating the 48th District Court, including, but not limited to, approved capital expenditures and rent, shall be the responsibility of the three (3) District Funding Units, and shall be allocated among the District Funding Units in proportion to the number of cases arising from each District Funding Unit in relation to the total number of cases arising for all three (3) of the District Funding Units, from the year immediately prior to the current year. The District Funding Units and political subdivisions' respective local share contributions for the 48th District Court Indigent Counsel Program shall be paid as provided in the previously executed Interlocal Agreement between said entities.
3. **Distribution of Fines and Costs.**
 - 3.1. **Distribution to District Funding Units.** Despite that the fact that pursuant to MCL 600.8379(1)(c) the City of Birmingham and the Charter Township of West Bloomfield would each be entitled to receive and be paid 1/3 of all fines and costs imposed for violations of their respective Ordinances, except for those fines and costs imposed for violations of a penal law of the State or ordered in a civil infraction action for the violation of a law of this State, and pursuant to MCL 600.8379(1)(c) the Charter Township of Bloomfield would be entitled to receive all of the fines and costs imposed for violations of its Ordinances and 2/3 of the fines and costs imposed for violations of

the Ordinances of the City of Birmingham, Charter Township of West Bloomfield, City of Bloomfield Hills, City of Keego Harbor, City of Orchard Lake Village and City of Sylvan Lake, except for those fines and costs imposed for violations of a penal law of the State or ordered in a civil infraction action for the violation of a law of this State, the parties pursuant to MCL 600.8379(1)(d) hereby agree to a different distribution of fines and costs than that provided for in MCL 600.8379(1)(c). Except for the costs and revenues described in Section 3.3 of this Agreement, all fines and costs that the District Funding Units are collectively entitled to receive from the fines and costs collected by the 48th District Court, except those fines and costs required by statute to be paid to the State, shall be paid to the three (3) District Funding Units in proportion to the number of cases arising from each District Funding Unit in relation to the total number of cases arising from all three (3) of the District Funding Units, from the year immediately prior to the current year in which the disbursement is made.

- 3.2. Distribution to political subdivisions.** Fines and costs for the City of Bloomfield Hills, City of Keego Harbor, City of Orchard Lake Village and City of Sylvan Lake shall be distributed in accordance with MCL 600.8379(1)(c) to wit; each political subdivision shall receive 1/3 of the fines and costs imposed for violations of their respective Ordinances, other than those fines and costs imposed for the violation of the penal law of the State or ordered in a civil infraction action for the violation of a law of this State, and the other two-thirds (2/3) of the fines and costs that would be paid to the municipality where the guilty plea or civil infraction admission was entered or where the trial or civil infraction action hearing took place, which currently is Bloomfield Township, shall be distributed among the District Funding Units as provided in Section 3.1 of this Agreement.
- 3.3. Distribution of other costs.** Other costs collected by the 48th District Court for expenses incurred in relation to an incident including, but not limited to, expenses for an emergency response and expenses for prosecuting a person, or any cost authorized by law in which a defendant is required to directly reimburse a local unit of government, shall be paid directly to the political subdivision whose law was violated. Other revenues, besides those referred to above in this Subsection and the fines and costs referred to in Sections 3.1 and 3.2, such other revenues including, but not limited to, bond forfeitures, civil case fees and filing fees, marriage ceremony fees, garnishment fees, probation oversight fees and other probation fees and alcohol evaluation fees, shall distributed and paid to the three (3) District Funding Units in proportion to the number of cases arising from each District Funding Unit in relation to the total number of cases arising from all three (3) of the District Funding Units, from the year immediately prior to the current year in which the disbursement is made.
- 3.4** Each control unit shall pay to the 48th District Court its share of the approved allocation based upon the caseload percentage of the most recently audited year's numbers, in four (4) equal quarterly installments to be due and payable on or before January 1, April 1, July 1 and October 1 of each calendar year. For example, the 2022 budget would

have likely used the 2020 financial audit year for the purposes of estimating the allocation for the distribution of these funds on a preliminary basis.

3.5 True Up At Year's End. At the end of every fiscal year, an audit will be conducted at which time the revenues and expenditures for that fiscal year will be adjusted based on the actual caseload for each funding unit and reconciled against the actual money advanced.

3.6 Also following the completion of the audit, as certified, the District Court represented by its Chief Judge shall have quarterly meetings collectively with the control units to discuss Court finances and activities. Furthermore, the Chief Judge shall, within thirty (30) days of receipt of the certified audit of the immediate preceding year, shall present the audit at a public meeting of the legislative body of each control unit.

4. Effective date and duration of Agreement.

4.1 This Agreement shall be effective when executed by the three (3) District Funding Units with Resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4.2 This Agreement shall remain in effect until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. Assurances.

5.1. Responsibility for Claims. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees or agents arising under or related to this Agreement.

5.2. Responsibility for Attorney Fees and Costs. In any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.

5.3. No Indemnification. Except as otherwise provided for by law, no Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

5.4. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

5.5. Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

5.6. Compliance with Laws. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

6. Termination or Cancellation of Agreement.

6.1. The term of this Agreement shall commence January 1, 2022 and shall continue in effect until terminated in accordance with the terms of this Agreement by one of the parties hereto. A party may terminate this Agreement by giving written notice to the other parties herein signifying their intent to opt out of this Agreement in writing during the month of January of the calendar year that the party is intending to opt out at its end, and then the Agreement shall continue in effect, including financial obligations, throughout the balance of said calendar year. After said calendar year, this Agreement shall cease existence.

6.2. If any Party attempts to terminate or cancel this Agreement they shall provide written notice to the chief executive officer of all other Parties to the addresses listed herein.

7. Delegation or Assignment. No Party may delegate or assign any obligations or rights under this Agreement.

8. No Third-Party Beneficiaries. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

9. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

10. Severability. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

11. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

12. Notice. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the chief executive officer of each Party listed herein. Notice will be deemed given on the date when one of the following first occur:

- (i) the date of actual receipt;
- (ii) the next business day when notice is sent express delivery service or personal delivery;
- or
- (iii) three days after mailing first class or certified U.S. mail.

14. Governing Law. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 48th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

15. Entire Agreement.

15.1. This Agreement represents the entire agreement and understanding between the Parties regarding the sharing of expenses of maintaining, financing and operating the 48th District Court between the District Funding Units and how fines and costs assessed in the 48th District Court shall be appropriated among the District Funding Units and political subdivisions. This Agreement supersedes all other oral or written agreements between the Parties.

15.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, the Parties have, by Resolution of their governing body, approved this Agreement and have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein. The Parties have executed this Agreement as of the day and year written below.

CITY OF BIRMINGHAM

By: Thomas M. Markus

Thomas M. Markus
Its: City Manager

Date: 12-13-2021

By: Alexandria Bingham

Alexandria Bingham
Its: City Clerk

Dated: 12-15-2021

CHARTER TOWNSHIP OF BLOOMFIELD

By: _____

Dani Walsh
Its: Supervisor

Date: _____

By: _____

Martin C. Brook
Its: Clerk

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By: _____

Steven Kaplan
Its: Supervisor

Date: _____

By: _____

Debbie Binder
Its: Clerk

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CITY OF BIRMINGHAM

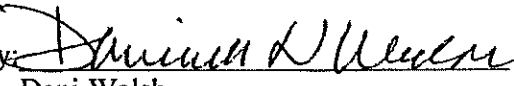
By: _____
Thomas M. Markus
Its: City Manager

Date: _____

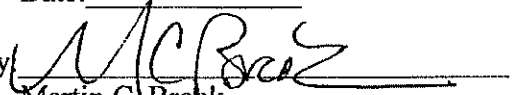
By: _____
Alexandria Bingham
Its: City Clerk

Dated: _____

CHARTER TOWNSHIP OF BLOOMFIELD

By: 
Dani Walsh
Its: Supervisor

Date: 12-15-21

By: 
Martin C. Bropek
Its: Clerk

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By: _____
Steven Kaplan
Its: Supervisor

Date: _____

By: _____
Debbie Binder
Its: Clerk

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CITY OF BIRMINGHAM

By: _____
Thomas M. Markus
Its: City Manager

Date: _____

By: _____
Alexandria Bingham
Its: City Clerk

Dated: _____

CHARTER TOWNSHIP OF BLOOMFIELD

By: _____
Dani Walsh
Its: Supervisor

Date: _____

By: _____
Martin C. Brook
Its: Clerk

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By: Steven Kaplan
Steven Kaplan
Its: Supervisor

Date: 12/22/2021

By: Debbie Binder
Debbie Binder
Its: Clerk

January 10, 2022

Mr. Steven Kaplan, J.D., Supervisor
Charter Township of West Bloomfield
4550 Walnut Lake Road
West Bloomfield, MI 48323

Re: 48th District Court Sharing of Expenses, etc. Agreement

Dear Mr. Kaplan:

As you recall, the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield entered into an Agreement which commenced on January 1, 2022 defining the sharing of expenses of maintaining, financing and operating the 48th District Court and to define the apportioning of fines and costs assessed in the 48th District Court.

The three (3) parties, pursuant to MCL § 600.8379(1)(d), agreed to a different distribution of fines and costs than that which is provided for in MCL § 600.8379(1)(c). The City of Birmingham has assessed and reviewed how this Agreement either benefits or, in fact, is more costly to the City and its taxpayers. It has been determined by the City Commission that the Agreement to share the maintenance, financing and operating of the 48th District Court does not financially benefit the City of Birmingham. Therefore, the Birmingham City Commission, through the attached Resolution, has directed the Mayor, Ms. Therese Longe, to exercise the right to terminate or to cancel the Agreement as provided in Sections 6.1 and 6.2 on page 5 of the Agreement.

- “6.1 The term of this Agreement shall commence January 1, 2022 and shall continue in effect until terminated in accordance with the terms of this Agreement by one of the parties hereto. A party may terminate this Agreement by giving written notice to the other parties herein signifying their intent to opt out of this Agreement in writing during the month of January of the calendar year that the party is intending to opt out at its end, and then the Agreement shall continue in effect, including financial obligations, throughout the balance of said calendar year. After said calendar year, this Agreement shall cease existence.
- 6.2 If any Party attempts to terminate or cancel this Agreement they shall provide written notice to the chief executive officer of all other Parties to the addresses listed herein.”

Beier Howlett

Mr. Steven Kaplan, J.D., Supervisor
Charter Township of West Bloomfield
January 10, 2022
Page 2

Therefore, please allow this written notice to you, the Chief Executive Officer of the Township, that being its Supervisor, that the City of Birmingham is signifying its intent to opt out of the Agreement at the conclusion of December 31, 2022. As of the stroke of midnight on January 1, 2023, the City of Birmingham would be entitled to receive, in accordance with MCL §600.8379(1)(c) one-third (1/3) of the fines and costs imposed for violations of the ordinances, and the City of Birmingham will no longer have any responsibility for any of the expenses for the maintenance, financing and operating of the 48th District Court as the Agreement will then cease existence.

The City of Birmingham is signifying its intent to opt out of the Agreement which, again, will be concluded at the end of December 31, 2022, however, by signifying its intent to opt out of the Agreement, the City is not declaring that it is out of the Agreement, rather it is the City's intent to opt out. The City will provide courtesy to the Charter Township of Bloomfield and the Charter Township of West Bloomfield with confirmation of the City's intent with certainty by the end of December 31, 2022, or before that date as the Commission desires.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

BEIER HOWLETT, P.C.

CITY OF BIRMINGHAM

By: _____
Mary M. Kucharek
Birmingham City Attorney

By: _____
Therese Longe, Mayor

MMK/jc
cc: Mr. Thomas M. Markus,
Birmingham City Manager

January 10, 2022

Ms. Dani Walsh, Supervisor
Bloomfield Township
4200 Telegraph Road, P.O. Box 489
Bloomfield Twp., MI 48303

Re: 48th District Court Sharing of Expenses, etc. Agreement

Dear Ms. Walsh:

As you recall, the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield entered into an Agreement which commenced on January 1, 2022 defining the sharing of expenses of maintaining, financing and operating the 48th District Court and to define the apportioning of fines and costs assessed in the 48th District Court.

The three (3) parties, pursuant to MCL § 600.8379(1)(d), agreed to a different distribution of fines and costs than that which is provided for in MCL § 600.8379(1)(c). The City of Birmingham has assessed and reviewed how this Agreement either benefits or, in fact, is more costly to the City and its taxpayers. It has been determined by the City Commission that the Agreement to share the maintenance, financing and operating of the 48th District Court does not financially benefit the City of Birmingham. Therefore, the Birmingham City Commission, through the attached Resolution, has directed the Mayor, Ms. Therese Longe, to exercise the right to terminate or to cancel the Agreement as provided in Sections 6.1 and 6.2 on page 5 of the Agreement.

“6.1 The term of this Agreement shall commence January 1, 2022 and shall continue in effect until terminated in accordance with the terms of this Agreement by one of the parties hereto. A party may terminate this Agreement by giving written notice to the other parties herein signifying their intent to opt out of this Agreement in writing during the month of January of the calendar year that the party is intending to opt out at its end, and then the Agreement shall continue in effect, including financial obligations, throughout the balance of said calendar year. After said calendar year, this Agreement shall cease existence.

6.2 If any Party attempts to terminate or cancel this Agreement they shall provide written notice to the chief executive officer of all other Parties to the addresses listed herein.”

Beier Howlett

Ms. Dani Walsh, Supervisor
Bloomfield Township
January 10, 2022
Page 2

Therefore, please allow this written notice to you, the Chief Executive Officer of the Township, that being its Supervisor, that the City of Birmingham is signifying its intent to opt out of the Agreement at the conclusion of December 31, 2022. As of the stroke of midnight on January 1, 2023, the City of Birmingham would be entitled to receive, in accordance with MCL §600.8379(1)(c) one-third (1/3) of the fines and costs imposed for violations of the ordinances, and the City of Birmingham will no longer have any responsibility for any of the expenses for the maintenance, financing and operating of the 48th District Court as the Agreement will then cease existence.

The City of Birmingham is signifying its intent to opt out of the Agreement which, again, will be concluded at the end of December 31, 2022, however, by signifying its intent to opt out of the Agreement, the City is not declaring that it is out of the Agreement, rather it is the City's intent to opt out. The City will provide courtesy to the Charter Township of Bloomfield and the Charter Township of West Bloomfield with confirmation of the City's intent with certainty by the end of December 31, 2022, or before that date as the Commission desires.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

BEIER HOWLETT, P.C.

CITY OF BIRMINGHAM

By: _____
Mary M. Kucharek
Birmingham City Attorney

By: _____
Therese Longe, Mayor

MMK/jc
cc: Mr. Thomas M. Markus,
Birmingham City Manager

48th District Court 2022 Budget

Court Funding

- Currently, the Court's budget is funded by 4 municipalities (funding units):
 - City of Birmingham
 - City of Bloomfield Hills
 - Bloomfield Township
 - West Bloomfield Township
- Each quarter the municipalities fund 25% of the Court's budget. The allocation of the budget is based on each municipality's case load from the most recent audit.
- Revenue that is generated by the 48th District Court is distributed back to the funding units based on the prior year case load.
- At the end of the year, the allocation of expenditures and revenues is re-distributed based on the actual number of cases and actual revenues and expenditures for that fiscal year.

Projected Case Load 2021

Municipality	Projected Percentage of Cases
City of Birmingham	22.3%
City of Bloomfield Hills	14.5%
Bloomfield Township	35.8%
West Bloomfield Township	27.4%
	100.0%

Bloomfield Hills

- The City of Bloomfield Hills has opted-out of being a funding unit in FY 2022
- As a result, they will receive 33% of the Court revenue generated by their cases with the rest of the Court revenue going back to the remaining funding units
- As a result, the 3 remaining funding units allocation of the total budget and Court revenues will increase

Projected Case Load 2022 (based on 2020 audited case load)

Municipality	Percentage of Cases	Percentage of Cases Without Bloomfield Hills
City of Birmingham	22.85%	27.05%
City of Bloomfield Hills	15.53%	0%
Bloomfield Township	37.16%	43.99%
West Bloomfield Township	24.46%	28.96%
Total	100.0%	100.0%

Budget Allocation 2022 (based on 2020 audited case load)

Municipality	Budget Allocation With Bloomfield Hills	Budget Allocation Without Bloomfield Hills	Difference
City of Birmingham	\$1,071,444	\$1,268,383	\$196,939
City of Bloomfield Hills	\$728,207	0%	(\$728,207)
Bloomfield Township	\$1,742,444	\$2,062,705	\$320,261
West Bloomfield Township	\$1,146,937	\$1,357,944	\$211,007
Total	\$4,689,032	\$4,689,032	\$0

Current Agreement Net Revenue History



Current Agreement vs Opting Out



48th District Court History 2010-2020

CITY OF BIRMINGHAM
48TH DISTRICT COURT
REVENUES AND EXPENDITURES
FY 2010-2020

CURRENT	FISCAL YEAR ENDING DECEMBER 31,										
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
REVENUES											
FINES AND COURT COSTS	575,069	1,258,383	1,147,391	1,168,187	1,071,498	1,079,208	1,182,646	1,103,218	863,689	713,243	690,486
OTHER (INTEREST/REIMB)	55,551	182,786	13,379	14,801	11,730	12,959	13,427	10,037	12,123	8,884	8,722
TOTAL REVENUES	630,620	1,441,169	1,160,770	1,182,988	1,083,228	1,092,167	1,196,073	1,113,255	875,812	722,127	699,208
EXPENDITURES	(948,013)	(1,468,900)	(1,232,846)	(1,255,859)	(1,079,148)	(1,059,427)	(1,175,413)	(1,158,375)	(917,452)	(685,731)	(675,818)
REVENUES OVER (UNDER)											
EXPENDITURES	(317,393)	(27,731)	(72,076)	(72,871)	4,080	32,740	20,660	(45,120)	(41,640)	36,396	23,390
OPTING OUT											
COURT REVENUE	229,444	247,666	267,510	257,103	206,987						
REVENUES											
1/3 OF COURT REVENUE	76,481	82,555	89,170	85,701	68,996						
EXPENDITURES											
ESTIMATED TRANSCRIPTION	26,768	28,894	31,209	29,995	24,149						
REVENUES OVER (UNDER)											
EXPENDITURES	49,713	53,661	57,961	55,706	44,847						

MEMORANDUM

DATE: December 13, 2021

TO: Thomas M. Markus, City Manager and City Commission

FROM: Mary M. Kucharek

SUBJECT: 48th District Court Interlocal Agreement for the Expenses and Maintenance of the 48th District Court

INTRODUCTION:

Before you this evening is an Agreement between the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield which defines the sharing of expenses of maintenance, financing and operating the 48th District Court and to define the appropriation of fines and costs assessed in the 48th District Court.

BACKGROUND:

The 48th District Court is the district court that serves seven (7) local communities and has been established by MCL § 600.8123(6). The political subdivisions of the City of Birmingham, the City of Bloomfield Hills, the Charter Township of Bloomfield, the Charter Township of West Bloomfield, the City of Orchard Lake Village, the City of Sylvan Lake and the City of Keego Harbor have been determined to be a district of the third class by statute. In 1984, with amendments in 1985, four (4) communities, the City of Birmingham, the Charter Township of Bloomfield, the Charter Township of West Bloomfield, and the City of Bloomfield Hills, mutually agreed to be "the District Funding Units" of the 48th District Court. Earlier this year, the City of Bloomfield Hills contacted and approached the other three (3) funding units that being, the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield to discuss a change in the agreements established in 1984 and 1985. The City of Bloomfield Hills, after having a decrease in revenues in 2020, most likely a direct impact from the COVID pandemic and shutdown, announced its desire to no longer be part of the District Funding Units. Under the original Agreement of 1984, any of the four (4) District Funding Units could opt out of the agreement. After much heated discussion, it was determined that the City of Bloomfield Hills would no longer participate in an agreement. As a result, a new agreement has been drafted, wherein now the three (3) communities will be the District Funding Units, and the other four (4) will receive a distribution of fines and costs as agreed by this 2021 agreement.

LEGAL REVIEW:

Statutes of the State of Michigan dictate how courts are to function and provide for the framework by which expenses and appropriation of fines and costs are assessed. The Michigan statutes define the ability for communities to articulate and define their arrangements for the

sharing of expenses and for the appropriation of fines and costs as long as they are authorized by each municipality's governing body. Michigan law, particularly at MCL §600.8379(1)(c) allows for the three (3) funding units to receive and to be paid one-third (1/3) of all fines and costs imposed for violations for their respective ordinances and to share in a percentage of the fines and costs imposed for violations of the other four (4) smaller communities.

FISCAL IMPACT:

The City of Birmingham will continue to receive a portion of the fines and costs imposed in its cases at the 48th District Court. Whether the decrease of one of the original four (4) District Funding Units impacts the finances of the City of Birmingham, will be measured over the next year or two to determine its full financial impact. There is a chance that the City of Birmingham will receive less money from the 48th District Court than in the past as a result of the City of Bloomfield Hills dropping out of being a funding unit. Yet, the portions of revenues from the other units will now be shared by three (3) instead of four (4).

PUBLIC COMMUNICATIONS:

There have been no public communications regarding this issue. The 48th District Court and its operating court officer, finance officer and judges are aware of this situation.

SUMMARY:

The Birmingham City Commission is being asked to agree to direct the City Manager to partake in this Agreement with the Charter Township of Bloomfield and Charter Township of West Bloomfield to be the 48th District Court's District Funding Units.

ATTACHMENTS:

Please find attached the Agreement between the three (3) funding units as described.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to accept the Agreement between the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield to be the three (3) District Court Funding Units for the 48th District Court, and further authorize Thomas M. Markus as the City Manager to sign the Agreement.

DATE: January 4, 2022

TO: City Commission

FROM: Thomas M. Markus, City Manager

SUBJECT: Emeritus Mayor's Club

INTRODUCTION:

City Manager Tom Markus would like to explore the possibility of developing an Emeritus Mayor's Club to keep past City of Birmingham mayors engaged and involved following leave from the City Commission. Their breadth of knowledge and deep understanding of the city, and diverse views of issues makes them an invaluable resource to the community.

BACKGROUND:

The goal of the Emeritus Mayor's Club is to create a forum where past mayors can socialize with one another while serving as a resource and think tank to provide strategic advice on broad ideas and topics facing city government. Members could provide a historical perspective of the commissioner's role during the manager's orientation of new commissioners. Members could provide valuable insight for a citizen's academy. City staff and elected officials could call on members for historical perspective and advice on any number of issues. In addition, a key component will be to discuss ways in which the club can assist community groups, local charities, and the city on various projects. The club could form their own non-profit entity to help fund projects the club determines have merit. The club could meet quarterly via Zoom, and possibly in-person in the future. As a group, the members would retain their individual rights to express their personal views, however it is not expected that the club would engage in political activities, including political endorsement.

LEGAL REVIEW:

Ultimately, the club if formed would create their own mission statement for how they would function and interact with the city.

FISCAL IMPACT:

N/A

PUBLIC COMMUNICATIONS:

Past Birmingham mayors who no longer serve on the City Commission received a letter from City Manager Tom Markus to gauge interest in the concept of the Emeritus Mayor's Club. Feedback received thus far has been very favorable.

SUMMARY:

In summary, City Manager Tom Markus would like to explore the formation of an Emeritus Mayor's Club for mayors who no longer serve on the City Commission. The club will provide an opportunity

for past mayors to continue public service while also networking and engaging with fellow mayors. If formed, the club will benefit not only the participants but the entire community as well.

ATTACHMENTS:

N/A

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to encourage City Manager Tom Markus to continue to explore the concept of an Emeritus Mayor's Club with those mayors who are interested in forming such an entity.



NOTICE OF INTENTION TO APPOINT TO BOARD OF ZONING APPEALS

At the regular meeting of Monday, February 28, 2022, the Birmingham City Commission intends to appoint two regular members to the Board of Zoning Appeals to serve the remainder of two three-year terms to expire October 10, 2022.

Interested parties may recommend others or themselves for these positions by submitting a form available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, February 23, 2022. Applications will appear in the public agenda at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Duties of Board

The Board of Zoning Appeals acts on questions arising from the administration of the zoning ordinance, including the interpretation of the zoning map. The Board hears and decides appeals from and reviews any order, requirement, decision or determination made by the Building Official.

Criteria/Qualifications of Open Positions	Date Applications Due	Date of Interview
Applicants shall be property owners of record and registered voters.	2/23/2022	2/28/2022

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

POLITICS

Get Off My Lawn

How a small group of activists (our correspondent among them) got leaf blowers banned in the nation's capital

By James Fallows

APRIL 2019 ISSUE

SHARE ▾



Kati Lacker

Information Only

FOR A LONG TIME I thought the problem was all in my head. When I was growing up, I knew that a certain *kind* of noise was one I needed to avoid.

Food blenders in the kitchen, hair dryers in the bathroom, a vacuum cleaner whooshing around—all produced an intense whining sound that, given the specific wiring connections between my ears and my brain, kept me from thinking about anything but the sound itself while it was going on. Over the years I lived by this code: I used high-performance earplugs if I needed to write or otherwise concentrate while sitting in some place that was unusually loud. I added noise-canceling headphones on top of the earplugs in really tough cases.

As time went on, the earplugs-plus-headphones protection rig became standard writing gear. That was because the use of gas-powered leaf blowers in my Washington, D.C., neighborhood evolved from a few hours a week during the leafiest stretch of autumn to most days of the week, most weeks of the year, thanks to the advent of the “groomed” look that modern lawn crews are expected to achieve. One of my longest-running themes as a journalist has been how changes in technology force people to adapt their habits and livelihoods. I thought I was doing my part, with gear that let me attend to my work while others attended to theirs. There even turned out to be a bonus: As other parts of my body went into a predictable age-related descent, my hearing remained sharp.

Then I learned several things that changed my thinking both about leaf blowers and, up to a point, about politics.

ONE THING I learned has to do with the technology of leaf blowers. Their high volume, which I had long considered their most salient feature, is only their second-most-unusual aspect. The real marvel is the living-fossil nature of their technology. And because the technology is so crude and old, the level of pollution is off the charts.

When people encounter engines these days, they’re generally seeing the outcome of decades of intense work toward higher efficiency. The latest models of jet-turbine engines are up to 80 percent more fuel-efficient than their 1950s counterparts. While power plants burning natural gas obviously emit more carbon than wind or solar facilities, they emit about half as much as coal-fired plants. Today, the average car on America’s streets is almost 200 percent more efficient than in 1950, and smog-causing emissions from cars are about 99 percent lower.

In California, gas-powered leaf blowers and similar equipment could soon produce more ozone pollution than cars do.

The great outlier here is a piece of obsolete machinery Americans encounter mainly in lawn-care equipment: the humble “two-stroke engine.” It’s simpler, cheaper, and lighter than the four-stroke engines of most modern cars, and has a better power-to-weight ratio. But it is vastly dirtier and less fuel-efficient, because by design it sloshes together a mixture of gasoline and oil in the combustion chamber and then spews out as much as one-third of that fuel as an unburned aerosol. If you’ve seen a tuk-tuk, one of the noisy tricycle-style taxis in places such as Bangkok and Jakarta, with purple smoke wafting out of its tailpipe, you’ve seen a two-stroke engine in action.

But you won’t see as many of them in those cities anymore, because governments in Asia and elsewhere have been banning and phasing out two-stroke engines on antipollution grounds. In 2014 a study published in *Nature Communications* found that VOC emissions (a variety of carbon gases that can produce smog and harm human beings) were on average 124 times higher from an idling two-stroke scooter than from a truck or a car. With respect to benzene, a carcinogenic pollutant, the group found that each cubic meter of exhaust from an idling two-stroke scooter contained *60,000 times* the safe level of exposure. Two-stroke engines have largely disappeared from the scooter, moped, and trail-bike markets in America. Regulators around the world are pushing older two-stroke engines toward extinction.

FROM OUR APRIL 2019 ISSUE

Check out the full table of contents and find your next story to read.

[See More](#)

Yet they remain the propulsive force behind the 200-mph winds coming out of many backpack leaf blowers. As a product category, this is a narrow one. But the impact of these little machines is significant. In 2017, the California Air Resources Board issued a warning that may seem incredible but has not been seriously challenged: By 2020, gas-powered leaf blowers, lawn mowers, and similar equipment in the state could produce more ozone pollution than all the millions of cars in California combined. Two-stroke engines are that dirty. Cars have become that clean.

Video: The ‘Public Health Menace’ of Fall in America

SO THAT'S ONE THING I learned about gas-powered blowers. A second thing I discovered is the damage leaf blowers do to people's hearing. The biggest worry of today's public-health community is not, of course, leaf blowers—it's the opioid disaster, plus addictions of other forms. The next-biggest worry is obesity, plus diabetes and the other ills that flow from it. But coming up fast on the list is hearing loss. According to a 2017 report from the Centers for Disease Control and Prevention, one-quarter of Americans ages 20 to 69 who reported good to excellent hearing actually had diminished hearing. This is largely caused by rising levels of ambient urban noise—sirens, traffic, construction, leaf blowers—which can lead to a range of disorders, from high blood pressure to depression to heart disease. "When I started out, I'd see people in their 60s with hearing problems," says Robert Meyers, an ENT specialist at the University of Illinois at Chicago. "Now I'm seeing them in their 40s."

Leaf blowers are especially insidious. Something about their sound had long attracted my attention. A study organized by Jamie Banks, a scientist and the founder of Quiet Communities, a Boston-area nonprofit, quantified what it was. Acoustic engineers from a firm called Arup compared gas- and battery-powered blowers with equal manufacturer-rated noise levels. Their analysis showed that gas-powered blowers produce far more "sound energy" in the low-frequency range. This may seem benign—who doesn't like a nice basso profundo?—but it has a surprising consequence. High-frequency sound—a mosquito's buzz, a dental drill—gets your attention, but it does not travel. It falls off rapidly with distance and struggles to penetrate barriers. If you're in the next room, you may not hear it at all. By contrast, low-frequency noise has great penetrating power: It goes through walls, cement barriers, and many kinds of hearing-protection devices. The acoustic study found that in a densely settled neighborhood, a gas-powered blower rated at, say, 75 decibels of noisiness can affect

up to 15 times as many households as a battery-powered blower with the same 75-decibel rating.

Hearing damage is cumulative. When the tiny, sound-sensing hairlike cells, called stereocilia, in the inner ear are damaged—usually by extended exposure to sounds of 85 decibels or above—they are generally gone for good. For the landscapers (and homeowners) who use gas-powered blowers—a foot away from their ears—the most powerful can produce sounds of 100 decibels or more. Meyers told me, “Each time I see these crews, I think to myself: *10 years from now, they’ll be on the path to premature deafness.*”

IN THE THREE DECADES since backpack blowers from Echo, Stihl, and other companies became popular, at least 100 U.S. cities have banned or restricted their use. Most of those cities are in California, because California is the only state whose jurisdictions have the authority to set their own air-pollution standards. With air-quality standards that were more aggressive than those in other states, California received special treatment under the Clean Air Act when it was passed in 1970. In the rest of the country, the law gives standard-setting authority to the federal government, which in practice means the Environmental Protection Agency.

Considering the current condition of the EPA, people wanting to regulate leaf blowers could be forgiven for throwing up their hands. But as it happens, there is another legally and scientifically legitimate line of attack: going after gas-powered blowers not because they pollute but because they make so much noise.

Starting in 2013, my wife, Deb, and I traveled around the country to report on local-improvement narratives, which always seemed to begin with “I wondered why my town didn’t do _____, so I decided to get involved.” We’d long been active at our kids’ schools and with their sports teams. But we wondered why our town—Washington, D.C.—wasn’t doing something about the leaf-blower menace, given that an obvious solution was at hand. We joined a small neighborhood group—barely 10 people at its peak—to try to get a regulatory or legislative change, using noise, not pollution, as the rationale.

Read: James Fallows’s Notes on the leaf-blower battle in D.C.

In November 2015, we had our first success, when our Advisory Neighborhood Commission—the most local governmental unit in the District—voted 8–1 to support phasing out gas-powered leaf blowers. (The one no vote came from a libertarian who didn’t like regulation of anything.) In retrospect, the resulting request was amazingly timid. We simply asked that our city-council member, Mary Cheh, introduce legislation for a ban. She did so; the measure got nowhere by the end of the council’s term in 2016; she introduced a new measure in 2017. Over the next 18

months, we successfully encouraged more than a third of all ANCs in D.C., representing seven of the District's eight wards, to endorse council action on the bill. Anyone aware of the racial, economic, and other dividing lines within Washington can imagine the level of organizing and explanation necessary to achieve such broad support.

In July 2018, the chair of the city council, Phil Mendelson, convened a hearing to consider the bill. Nearly 20 witnesses spoke in favor. They included members of our group as well as scientists, a former regulator, an acoustic engineer, representatives of the Sierra Club and the Audubon Society, ordinary citizens and residents, and landscapers who had switched to all-battery operation. On the other side were two industry lobbyists, who said that market innovation and "courteous" leaf-blower use were the answer. Council members listened to them with visible incredulity. In the fall, the full council approved the bill unanimously. In December, Washington's mayor, Muriel Bowser, signed it into law. On January 1, 2022, the use of gas-powered leaf blowers will be illegal within city limits.

AFTER SPENDING DECADES writing about national politics, I've come away from this experience having learned some lessons about local politics—obvious lessons, maybe, but also vivid ones.

To begin with: Showing up matters. Our group met in person every two or three weeks over more than three and a half years. Perhaps our most indefatigable member, a lawyer, made presentations at dozens of ANC meetings. We got to know the legislative directors and schedulers for many of the District's 13 council members.

Having facts also matters—yes, even in today's America. At the beginning of the process, it felt as if 99 percent of the press coverage and online commentary was in the sneering "First World problem!" vein. That has changed. *The Washington Post*, *The New York Times*, *The Wall Street Journal*, the *Washington Monthly*, and other publications have called attention to the leaf-blower problem, often arguing that gas-powered blowers should be banned. Reflexive sneering is down to about 5 percent among people who have made time to hear the facts. Noise, they have come to understand, is the secondhand smoke of this era.

Technological momentum and timing matter. We worried all along that the lawn-care industry would mount a major lobbying effort against the bill. It never did. Nearly everyone in the industry knows that 10 years from now, practically all leaf blowers will be battery-powered. One of our arguments was that we were simply accelerating the inevitable.

RECOMMENDED READING

The Future of Leafblowers: *The Guardian* Weighs InJAMES FALLOWS

The Future Will Be Quiet

ALANA SEMUELS

A Chronicle of Civic Engagement, Leaf Blower Edition

Having a champion matters. At a “meet the council member” session on a rainy Saturday morning in the fall of 2015, Mary Cheh said she’d stay with the bill—if she could rely on us to keep showing up. We did our part, and she did hers—she stayed with it to the end.

Luck matters as well. In its first journey through the council, starting in 2016, Cheh’s bill was assigned to a committee whose chair was a council member whose approach to many bills seemed to boil down to: *What’s in it for me?* To widespread surprise, apparently including his own, a long-shot challenger upset him in the primaries for the 2016 election.

The final lesson is: Don’t get hung up on the conventional wisdom—it’s only wise until it isn’t. Everyone says nothing gets done in Washington. This one time, everyone was wrong.

This article appears in the April 2019 print edition with the headline “Get Off My Lawn.”

December 28, 2021

Ho Hwang
377 Hamilton Row
Birmingham, MI 48009

Re: Birmingham Sushi Café

Dear Mr. Hwang:

It has recently come to the attention of the City of Birmingham that you no longer have a liquor license. As you recall, Birmingham Sushi Café was considered a bistro in the City of Birmingham and was granted a Special Land Use Permit. The contract was entered February 11, 2013, which states "Licensee agrees that the bistro must be open and fully operational within this time period, or approval of the Special Land Use Permit will automatically be revoked by the City." Now that your liquor license has been revoked from the State of Michigan, you are no longer considered a bistro and as a result of the revocation of your license to serve liquor your special land use agreement is hereby automatically terminated. (See enclosure)

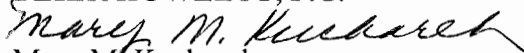
The Birmingham Sushi Café is located within the business/residential B4 and D4 zoning districts. Based upon the zoning districts, Birmingham Sushi Café will now be considered a food and drink establishment, which is a permitted commercial use. Because Birmingham Sushi Café is in the D4 overlay district, it is required that businesses must have retail frontage. A food or drink establishment is considered retail and therefore meets the zoning requirements. In addition to your indoor dining service, you have also been utilizing an outdoor dining platform. You may continue to use the outdoor dining platform if you obtain a valid outdoor dining permit and stay current with the required fees associated with such.

In conclusion, The Birmingham Sushi Café now meets the zoning requirements for B4 and D4 and is now considered a food and drink establishment. You may use an outdoor dining platform as long as maintaining current with permits and fees associated with outdoor dining. The Birmingham Sushi Café is no longer considered a bistro and cannot serve any form of alcoholic beverages and the Special Land Use Permit is revoked by the City.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

BEIER HOWLETT, P.C.


Mary M. Kucharek

MMK/cmr
Enclosure

CONTRACT FOR A PRINCIPAL SHOPPING DISTRICT LIQUOR LICENSE
(BISTRO)

This Contract is entered into this 11TH day of February, 2013, by and between Birmingham Sushi Café, whose address is 377 Hamilton Row, (Licensee) and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (City).

RECITALS:

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Licensee shall be permitted to obtain a liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location in the CITY OF BIRMINGHAM shall require the approval of the Birmingham City Commission in accordance with Section 10-83. In addition, any expansion of the building location at the Property shall also require the approval of the Birmingham City Commission.
2. Licensee does hereby agree that it shall establish a bistro, as defined in Birmingham City Code Chapter 126, Zoning, Article 9, section 9.02, at the Property within 18 months from the date of Special Land Use Permit approval granted by the Birmingham City Commission. Licensee agrees that the bistro must be open and fully operational within this time period, or approval of the Special Land Use Permit will automatically be revoked by the City.
3. Licensee further acknowledges that it must secure a special land use permit for a bistro as required by the Birmingham City Code. It is further agreed that it shall comply with all provisions of the special land use permit, or any amendments thereto, as a condition of this contract. Licensee further acknowledges and agrees that a violation of any provision of the special land use permit or the Michigan Liquor Control Code is a violation of the terms of the contract entitling the City to exercise any or all of the remedies provided herein.
4. Licensee further agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

5. Licensee further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.
6. Licensee agrees that it shall adhere to all Federal, State and Local laws currently in effect or as subsequently amended or enacted.
7. Licensee agrees that its failure to follow any of the provisions herein shall be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the special land use permit, either of which would prohibit Licensee from operating the bistro. Licensee agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the special land use permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Licensee further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the special land use permit, as well as enforcing such other rights as may be available at law and/or in equity.
8. To the fullest extent permitted by law, Licensee and any entity or person for whom Licensee is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Licensee's operation of a bistro at the Property.
9. In the event Licensee fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code.
10. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. The Licensee shall notify the City of any dispute it has arising out of this Contract and shall demand that the City elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The City shall make its election in writing within thirty (30) days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the City fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

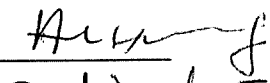
11. This Contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

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

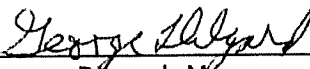
13. a) This Contract for a Principal Shopping District Liquor License is limited to the property proposed and approved and the applicant receiving the approval, and shall not be transferred to another location or person/entity within the City without prior approval of the City Commission. Standards to be considered by the City Commission and the procedure to be followed shall include those set forth in Sections 10-42 and 10-43. In addition, any expansion of the building located on the property must be approved by the City Commission. Any attempt to transfer without prior written consent of the City Commission shall be void and of no effect.

b) The Licensee further understands that City Commission approval of the transfer of this contract does not in any manner amend the provisions of the Special Land Use Permit which remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

By: Hoi IM HWANG, 
Its: Birmingham Sushi Cafe, Inc
Date: 03/13/2013

CITY OF BIRMINGHAM

By: 
George Dilgard, Mayor

Date: 3/14/13

By: 
Laura M. Broski, Clerk

Date: 3-15-13



Alex Bingham <abingham@bhamgov.org>

Fwd: Silver Maple Removal Notice

Tom Markus <tmarkus@bhamgov.org>

Wed, Jan 5, 2022 at 4:03 PM

To: City Commission <city-commission@bhamgov.org>, DepartmentHeads <departmentheads@bhamgov.org>

Info Only

----- Forwarded message -----

From: **Lauren Wood** <Lwood@bhamgov.org>

Date: Wed, Jan 5, 2022 at 3:03 PM

Subject: Silver Maple Removal Notice

To: Tom Markus <tmarkus@bhamgov.org>

fyi

RE: Removal of Silver Maples in Right-of-Way

DPS sent letters out recently to 32 addresses regarding the need to remove the City silver maple tree in front of homes.

These pictures are of the first tree removed. This work begins in January 2022 and is anticipated to be completed by the end of April 2022.

Trees identified for removal will be marked with a pink dot by the City Arborist. Unfortunately, these trees are beyond saving because of a combination of their condition and/or history of storm damage. The City is being proactive because of the increased frequency and intensity of weather events, as well as the declining condition of the trees to be removed.

The City will replace these trees with at least one new tree in Spring 2022, with an appropriate species to be determined by the City Arborist.

Residents were advised to call us with any questions. To date, no calls have been received by DPS.

Lauren

Lauren Wood

Director of Public Services

City of Birmingham

Department of Public Services

851 S. Eton, Birmingham, MI 48009

Direct Dial: 248.530.1702

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You received this message because you are subscribed to the Google Groups "DepartmentHeads" group.

To unsubscribe from this group and stop receiving emails from it, send an email to departmentheads+unsubscribe@bhamgov.org.

To view this discussion on the web visit <https://groups.google.com/a/bhamgov.org/d/msgid/departments/CALPLqChENTbgx68An%2BhdBC-XPvvrnVSoC7dByPskHr1pccPw%40mail.gmail.com>.

2 attachments

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5844K

Information Only



20220105_094541.jpg
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Road Report

A publication of the Road Commission for Oakland County for public officials serving Oakland County

www.rcocweb.org

Let it snow: RCOC is ready for what the winter brings, despite hiring challenges

The Road Commission for Oakland County (RCOC) is ready for whatever Mother Nature brings this winter.

Despite well-publicized challenges hiring both full- and part-time snowplow drivers, the Road Commission has adequate staff to man its big orange trucks anytime the snowflakes start to fall. "Plowing and salting the roads is our number-one priority in the winter," explained RCOC Managing Director Dennis Kolar. "While we could always use more drivers, we have more available this year than in some previous years, and our drivers know how to get the roads cleared. We will get the job done in a timely manner this year, as we always have."

Kolar added that one way the agency has address the hiring challenges is by providing commercial driver's license (CDL) training for new hires (a CDL-A is



An RCOC plow truck getting filled with salt for winter road maintenance.

required to drive RCOC plowtrucks)

Again this year, RCOC hired part-time, temporary snowplow/salt-truck drivers to augment its full-time staff. In all, the

agency has about 180 drivers ready to hop in the plows when needed.

"Due to the seasonality of the essential
CONT'D ON PAGE 2, SEE SNOW

RCOC and GLWA join forces to make significant improvements to Avon/Dequindre area

The Road Commission for Oakland County (RCOC) and the Great Lakes Water Authority (GLWA) will conduct a series of coordinated infrastructure improvements over the next two years in the area of the Avon Road corridor between Dequindre Road and 23 Mile Road on the Rochester Hills/Shelby Township border.

The coordinated projects were publicly announced at a joint GLWA/RCOC press conference on Oct. 20.

The projects include GLWA's installation of a 96-inch water transmission main and RCOC's removal and replacement of the Avon Road bridge over the Clinton River and construction of roundabout at the Dequindre/Avon intersection. GLWA will also construct a roundabout at the Dequindre/23 Mile intersection, and there will be pedestrian safety upgrades

throughout the project area.

"This is a tremendous example of how different infrastructure agencies can collaborate for the benefit of the public," noted RCOC Chair Andrea LaLonde. "By working together, we are not only ensuring the work is coordinated and that traffic disruptions are minimized, we are also providing greater improvements than either agency could do individually."

Work will be performed in two phases with project completion expected in 2023. RCOC began work on the bridge replacement on Nov. 1. Both Avon and Dequindre roads are closed in the area until August of 2022, when the bridge and Avon/Dequindre roundabout will be completed.

Work on the Avon/Dequindre roundabout is expected to start in March of
CONT'D ON PAGE 3 — SEE COMPACT

What's Inside

Mumble strips 2

Strat Plan report 2

Second compact roundabout opens 3

How to contact RCOC . . . 4



A new tool for fighting winter storms:
Page 4.

ROAD COMMISSION
for OAKLAND COUNTY

Follow RCOC on Facebook, Twitter and Instagram.

INFORMATION ONLY

On the safety front: RCOC places mumble strips on 26 miles of primary roads

The Road Commission for Oakland County (RCOC) continues to be a leader in road safety: During the month of November, “mumble strips” were placed on the centerline of approximately 26 miles of primary (heavier-traveled) roads in Oakland County.

The work took place on roads in Milford Township, Commerce Township, Highland Township, Springfield Township, White Lake Township and Orion Township.

The mumble strips, which alert drivers when they cross the center line, are similar to the more-common rumble strips that have been used for a number of years. The mumble strips create less noise outside the vehicle than rumble strips, reducing road noise for residents living along the roads.

Both create about the same noise level inside the vehicle, keeping the driver alert and improving safety.

The approximate \$127,000 project was mostly funded through a federal safety grant.

The specific road segments where the mumble strips were added were:

- General Motors Road, from Hickory Ridge Road to the Village of Milford limits in Milford Township
- Wixom Road, from Glengary Road to

the Village of Milford limits on the border of Milford and Commerce townships

- Milford Road, from M-59 (Highland Road) to the Highland Township limits in Highland Township
- Andersonville Road, from Davisburg Road to White Lake Road in Springfield Township
- Big Lake Road, from Andersonville Road to Andersonville Road in Springfield Township
- Bogie Lake Road, from Cooley Lake Road to M-59 (Highland Road) in White Lake Township
- Duck Lake Road, from Cooley Lake Road to M-59 (Highland Road) in Highland Township
- Giddings Road, from Waldon Road to Silverbell Road in Orion Township
- Waldon Road, from Joslyn Road to Giddings Road in Orion Township

The roads were selected because the locations had shown a susceptibility to crashes resulting from vehicles crossing the center line.

The contractor for the project was Surface Transportation Technologies LLC of New Kingstown, Pennsylvania. For more information on rumble and mumble strips, visit: <https://www.youtube.com/watch?v=zbYDOXAaj98>.

RCOC Strat Plan report published

The Road Commission for Oakland County (RCOC) has published its latest Strategic Planning Report.

The report summarizes topics covered during the agency’s Strategic Planning meetings, which are biennial meetings in which RCOC’s leaders visit the leadership of virtually every city, village and township in the county. At the meetings, RCOC officials review topics that may be of interest to the communities and receive feedback from the communities on RCOC services, road-related issues and new development in the communities.

“The meetings help us maintain positive relationships with the communities we serve,” explained RCOC Managing Director Dennis Kolar, “and to exchange critical information with our partners.”

The report is published in two volumes. The first reviews the topics covered by RCOC during the meetings and is delivered to public officials serving the county.

The second volume covers the feedback provided by each community and is available on the RCOC website (click on the “About Us” tab at the top of the home page, then select “Publications” from the drop-down menu and then scroll to the “Road Commission Strategic Planning Reports” and select the 2021 report).

SNOW, CONT'D FROM FRONT

services we provide, these part-time workers are a great way to ensure we provide the service that Oakland County residents deserve,” explained RCOC Chair Andrea LaLonde. “With the part-time workers, and our full-time staff, we are ready for inclement weather.”

RCOC is also continuing to update its fleet of snowplows/salt trucks. “We are gradually replacing our aging fleet of trucks,” said RCOC Vice Chair Nancy Quarles. “In fiscal year 2022, we will add 24 new snowplow/dump trucks to update our fleet,” she added. “As an additional safety feature, the new trucks are equipped with green lights that can be seen from a greater distance during winter maintenance. Pick-up trucks used for winter maintenance are also being equipped with the green lights.”

Road Commissioner Ron Fowkes noted the agency is prepared for a tough winter, though a milder season is always appreci-

ated. “Winter maintenance is one of our most critical functions,” he said. “While we are ready for a worse-than-normal winter, we would welcome a mild season.”

LaLonde noted the RCOC team is also constantly looking for best practices when it comes to maintaining roads during the winter months, such as the “wing plows” ordered with new trucks in recent years. “The wing plows extend from the right side of the truck and are retracted when not in use,” LaLonde said.

“They can expand the width of roadway a single truck can plow, enabling trucks to plow a roadway lane and the shoulder at the same time, for example. Equipping many of our trucks with wing plows improves their efficiency,” she noted.

In recent years, RCOC has also implemented a rapid-response plan that includes pickup trucks to more quickly get to isolated icing occurrences and other urgent situations as well as to more quickly get

into subdivisions and clear crossovers/turnarounds on boulevards. Additionally, during or following heavy snow events, RCOC uses non-road-maintenance staff to augment its pool of drivers and hires contractors to help plow back roads and subdivisions.

Despite the addition of the part-time, temporary employees and the rapid-response plan, LaLonde explained that motorists must still be vigilant when driving during or immediately after snow events. “Drive for the conditions. That will make a safer environment for everyone on the road,” she explained. She also reminded motorists not to crowd the plow and give the plows “room to groom.”

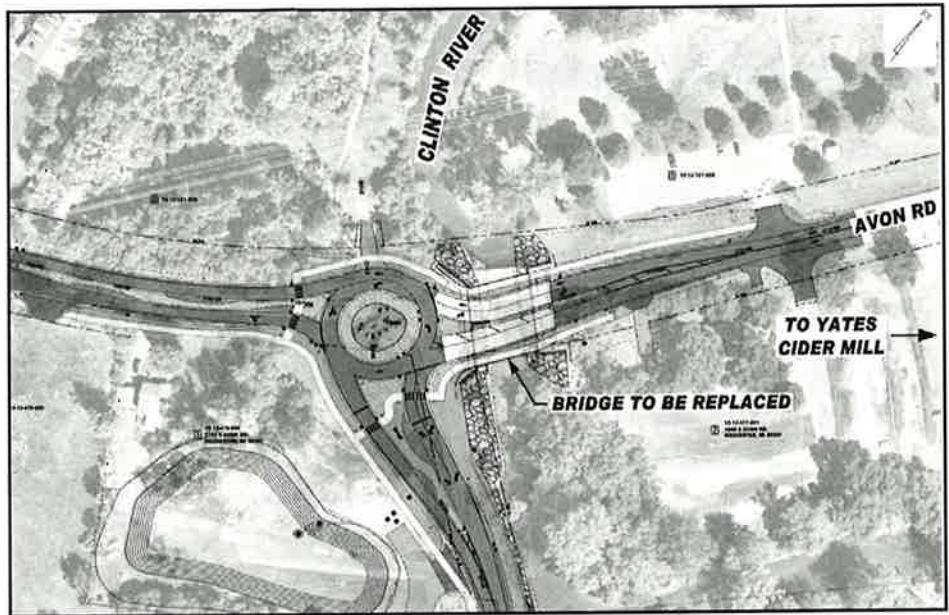
While RCOC has so far successfully managed the COVID-19 situation, there is always the risk that the pandemic could impact the number of available drivers. “We are working hard to ensure this doesn’t happen,” LaLonde said, “and we have contingency plans should it occur.”

COMPACT — CONT'D FROM FRONT 2022. Throughout the closure, access to all area businesses, homes and parks will be maintained, though access to properties east of the bridge will be accessed from the east.

The detour for Avon Road through traffic is John R Road to Hamlin Road to Ryan Road to 23 Mile Road, back to Avon Road and vice versa. The detour for Dequindre Road traffic is Hamlin Road to Ryan Road to 23 Mile Road, back to Dequindre Road and vice versa.

RCOC's portion of the project (the bridge replacement and Avon/Dequindre roundabout construction) are expected to cost \$8.7 million. The work is funded with federal, RCOC and Rochester Hills dollars. In addition to the removal and replacement of the bridge and the construction of the roundabout, the project includes:

- Reconstruction of a quarter mile of Avon Road, including milling and resurfacing between Cider Mill Boulevard and the new roundabout.
- Replacement of curbs, gutters and guardrails.
- Stabilization of the Clinton River banks.
- Replacement of storm sewers, water-main and street lighting.
- Construction of a retention pond and



An RCOC diagram showing the new roundabout and bridge to be replaced at the Avon/Dequindre intersection on the Rochester Hills/Shelby Township border.

placement of decorative concrete with aesthetic features.

- Installation of High-Intensity CrossWalk (HAWK) pedestrian signals at all legs of the roundabout.
- Updated pathways on both sides of this section of Avon Road.

This section of Avon Road carries approximately 17,300 vehicles daily.

Dequindre Road north of Avon Road carries about 19,000 vehicles daily, while Dequindre south of Avon carries about 13,000 vehicles daily.

The contractor for the project is Z Contractors of Shelby Township. For more information on the project, visit: <http://rcocweb.org/606/Avon-Road-Dequindre-to-23-Mile-Road>.

RCOC opens second compact roundabout at Oakhill/Sashabaw intersection

The Road Commission for Oakland County (RCOC) has constructed its second "compact roundabout" – this one at the intersection of Oakhill and Sashabaw roads on the border of Independence and Brandon townships.

Work on the roundabout started on Aug. 30, and the completed roundabout opened on Nov. 10. A compact roundabout is smaller than a traditional roundabout and is used on lower-volume roads.

RCOC constructed its first compact roundabout in 2018 at the intersection of Flint, Miller and Orion roads on the Orion Township/Lake Orion Village border.

The Oakhill/Sashabaw compact roundabout project cost approximately \$1.23 million. Fifty percent of the cost was funded through a federal safety grant. The remainder was paid for by RCOC.

The roundabout replaced a four-way-stop at the intersection. The project also included the reconstruction of one-third mile of roadway with asphalt, installation of new curbs and gutters, installa-



An aerial view of the new roundabout.

tion of Americans with Disabilities Act (ADA)-compliant crosswalks, installation of storm sewers, improvement to drainage and installation of intersection lighting.

The contractor for the project was Angelo Iafrate Construction Company of Warren. The Oakhill/Sashabaw intersection carries approximately 12,890 vehicles daily.

31001 Lahser Road
Beverly Hills, MI 48025

RCOC deploys new, high-tech remote weather-sensing stations

The Road Commission for Oakland County (RCOC) has a new tool to help fight snow and ice this year – but its not another big orange truck.

This tool is nine remote weather-sensing stations (AKA road-weather information systems or RWISes) that provide real-time weather information that helps agency managers make more informed decisions about when to initiate, increase or decrease winter operations.

Each device monitors air and pavement temperatures, dew point and humidity levels. The units also have cameras that take photos of the road every 20 minutes.

RCOC winter operations managers can pull up this information on a computer when they are deciding whether or not to send out salt trucks, for example. Additionally, the devices are connected to a network of other similar devices across the state, which collectively provide a picture of weather patterns that may be moving toward Oakland County.

“Deciding when to call in the salt trucks is one of the most chal-



One of the remote weather sensors.

lenging decisions,” explained RCOC Highway Maintenance Director Darryl Heid. “Weather forecasts are not always accurate, and what is happening weather-wise where I am right now may be very different than the other side of the county.”

The stations provide real-time data about what is happening at locations across the county as well as at locations outside the county where a storm might already be hitting. “Michigan’s predominant wind pattern is west to east,” Heid said. “So, when we know a storm is coming, it is helpful to know what is happening to the west. We can then better predict when the event will hit Oakland County and what the actual weather effects will be.”

RCOC previously had RWISes but providing power to the old stations was a challenge as the areas were developed. Additionally, the technology on the sensors has advanced and the new stations can be easily moved. The current stations do not need to be connected to an electrical source as the older generation did, but are powered by long-life batteries.

Contacting RCOC

If your constituents need information about a road project or want to report a pothole, traffic-signal problem or other road issue, they should call RCOC’s **Department of Customer Services** toll free at:

(877) 858-4804

OR

Fill out a report via the RCOC Web site:
www.rcocweb.org

ROAD REPORT

Road Report is published quarterly by the Road Commission for Oakland County. Have a question or comment about Road Report? Call Senior Communications Manager Craig Bryson at (248) 645-2000, ext. 2202.

Board of Road Commissioners:

Andrea LaLonde, Chair
Nancy Quarles, Vice Chair
Ronald J. Fowkes, Commissioner

Dennis G. Kolar, PE, Managing Director
Gary Piotrowicz, PE, PTOE, Dep. Managing
Dir./County Highway Engineer