

BIRMINGHAM CITY COMMISSION AGENDA
MONDAY, JULY 11, 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 Update: Per the CDC, Oakland County has a COVID-19 transmission level of HIGH. The City continues to recommend the public wear masks while attending City meetings per CDC guidelines. All City employees, commissioners, and board members must wear a mask while indoors when 6-feet of social distancing cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.
- The Clerk's office would like to remind voters to turn in an absentee ballot application if they wish to vote by mail for the August 2, 2022 State Primary Election. Return your absentee ballot to the clerk's office as soon as possible via drop box or mail. To review your specific voting information and preview your ballot visit mi.gov/vote. The online and mail voter registration deadline is July 18th. After July 18th new voters must register in person at the clerk's office.
- Join us in Shain Park for our In The Park Summer Concert Series up next on July 13th is Shout Tribute Band (Beatles) at 7 pm and July 20th at 12 pm SURF ZUP (Beach Boys) and 7 pm Mainstream Drive (Classic Rock)
- The City Commission wishes Mayor Longe a happy birthday!

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 Joint City Commission and Planning Board meeting minutes of June 20, 2022.
- B. Resolution to approve the City Commission meeting minutes of June 27, 2022.

- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated June 29, 2022, in the amount of \$991,516.35.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 6, in the amount of \$1,071,614.27.
- E. Resolution to approve a special event permit as requested by Piety Hill DAR to hold the Veterans Day Wreath Laying on November 11, 2022, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.
- F. Resolution to set the Public Hearing of Necessity for the road surface cape-seal treatment for all properties within project area on Westwood, between Raynale & Oak, Raynale, between N. Glenhurst and the west City limits, and Oak, between N. Glenhurst & the west City Limits, on Monday, August 15, 2022 at 7:30 P.M.; and

If necessity is determined on August 15, 2022, to meet on Monday, August 29, 2022 at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the for the road surface cape-seal treatment for all properties within project area on Westwood, between Raynale & Oak, Raynale, between N. Glenhurst and the west City limits, and Oak, between N. Glenhurst & the west City Limits.
- G. Resolution to set the Public Hearing of Necessity for the replacement and improvement of Water and Sewer Laterals meeting the requirements for assessment, for all properties within project area on Westwood, between Raynale & Oak, Raynale, between N. Glenhurst and the west City limits, and Oak, between N. Glenhurst & the west City Limits, on Monday, August 15, 2022 at 7:30 P.M.; and

If necessity is determined on August 15, 2022, to meet on Monday, August 29, 2022 at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvement of Water and Sewer Laterals meeting the requirements for assessment, for all properties within project area on Westwood, between Raynale & Oak, Raynale, between N. Glenhurst and the west City limits, and Oak, between N. Glenhurst & the west City Limits.
- H. Resolution to set a public hearing date of August 15, 2022 to consider the proposed lot combination of 770 S. Adams and 1000 Haynes Ave, Parcel ID # 19-36-283-016 & Parcel ID # 19-36-283-024.
- I. Resolution to approve the City of Birmingham Hardship Application and Policy.
- J. Resolution to authorize the City Manager to cast a vote, on the City's behalf, for the one (1) candidate seeking re-election to the Michigan Municipal League Workers' Compensation Fund for a four-year term, beginning October 1, 2022.
- K. Resolution to approve the award of the 2022-2023 Sidewalk Trip Elimination Services Contract #10-22 (SW) for the 2022-2023 sidewalk program repair area and emergency services, with the option for the City to extend the contract for up to two additional years for additional areas within the City at the proposed contract rates, with an initial budget of \$195,000.00 for proposed service work. 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 account #101-444.001-981.0100.

- L. Resolution to approve an Addendum to the Coordination Agreement with RH and Sachse Construction to alter Recital D, and Sections 2, 7, and 11 of the original agreement approved on April 25, 2022.

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- A. Resolution to direct the City Manager to meet with the NEXT Executive Director and Board and to assist with the study of alternative facilities and/or sites for construction of NEXT facilities that could be considered for the long term needs of the NEXT operations and services.
- B. Resolution to approve the City of Birmingham Code of Conduct and further direct staff to publish this document on the City of Birmingham website along with the Rules of Procedure of the Birmingham City Commission.
- C. Resolution to accept and adopt the Policy on Public Comments During Virtual Meetings as presented.
- D. Resolution adopting an ordinance amendment to Chapter 2 – Administration, Article II. - City Commission, Sec. 2-29. – Time and location of meetings, which will now change regular City Commission meetings to be from _____ p.m. to _____ p.m.
- E. Resolution to approve an agreement with Telluris Architecture for Police Department/City Hall Assessment and Conceptual Designs for Renovations/Expansion in the amount not to exceed \$74,833.00. In addition, to approve the appropriation and amendment to the FY 2022-2023 Capital Projects Fund budget as noted below and authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account # 401.301.000.979.0000.
- F. Resolution to approve a Ground Lease between Select Commercial Assets Hospitality and the City of Birmingham with a 50-year term to allow Select Commercial Assets Hospitality to lease City property adjacent to 35001 and 35075 Woodward Avenue to develop the proposed 5 story mixed use building with underground parking. In addition, to authorize the Mayor and City Clerk to sign the Ground Lease on behalf of the City.
- G. Public Hearing to amend Article 2, Sections 2.04, 2.06, 2.08 and 2.10 of the Zoning Ordinance to modify the minimum front yard setback requirement.
 - 1. Resolution adopting an ordinance to amend Article 2, Sections 2.04, 2.06, 2.08 and 2.10 of the Zoning Ordinance to modify the minimum front yard setback requirement.
- H. Public Hearing to amend Article 4, Section 4.30, Open Space Standards, to add language to permit accessibility ramps in the required open space.

1. Resolution adopting an ordinance to amend Article 4, Section 4.30 of the Zoning Ordinance to include provisions for accessible ramps that do not unintentionally inhibit persons in need as it relates to open space restrictions.
- I. Public Hearing for 185 N. Old Woodward – Bell Bistro (formerly Mad Hatter) – Special Land Use Permit Amendment, Final Site Plan & Design Review
 1. Resolution to approve the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 185 N. Old Woodward – Bell Bistro – and enter into a Special Land Use Permit Contract with RAM Restaurant Group, Inc. to allow for interior and exterior renovations at an existing bistro and the addition of a new outdoor dining area on public/private property on N. Old Woodward.
- J. Public Hearing for 310 E Maple – Casa Perno – Special Land Use Permit Amendment, Final Site Plan & Design Review
 1. Resolution to approve the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 310 E. Maple – Casa Perno – and enter into a Special Land Use Permit Contract with Nuovo Holdings, LLC to allow for an isinglass enclosure and the expansion of the outdoor dining facility.
- K. 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.
- L. Commission discussion on items from a prior meeting
 1. None

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 1. Notice of intention to appoint Advisory Parking Committee
 2. Notice of intention to appoint Board of Review
 - 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](tel:(248)530-1880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).

Birmingham City Commission-Planning Board
June 20, 2022
Baldwin Public Library – Rotary Room, 300 W. Merrill St.
7:30 p.m.
Vimeo Link: <https://vimeo.com/718541536>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Therese Longe called the meeting to order at 7:30 p.m.

II. ROLL CALL

Commission

ROLL CALL:

Present:

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

Absent:

None

Planning Board

ROLL CALL:

Present:

Chair Scott Clein
Robin Boyle
Stuart Jeffares
Bert Koseck
Daniel Share
J. Bryan Williams
Jason Emerine, alternate
Nasseem Ramin, alternate

Absent:

Janelle Whipple-Boyce
MacKinzie Clein, student
Andrew Fuller, student

Administration:

City Clerk Bingham, Planning Director Dupuis, City Attorney Kucharek,
City Manager Markus

III. DISCUSSION TOPICS

A. Outdoor Dining

PD Dupuis introduced the topic. At the Mayor's request, PD Dupuis then summarized the current outdoor dining review and approval process.

The Mayor then asked to which establishments the proposed outdoor dining ordinance changes would apply.

CA Kucharek explained there were a number of different possible answers to the Mayor's question. She continued that as part of the current discussion, the Commission could consider adding language to:

- The annual permit application for establishments;
- A possible annual permit agreement to go along with the permit application;
- The SLUP language; and/or
- The ordinance itself

in order to create allowances for certain pre-existing non-conforming conditions, which would help clarify how the ordinance changes would be applied.

The City Attorney continued that she would recommend that the language:

- Be added to either the permit agreement or permit application;
- Be considered for aspects that required substantial financial investment by the establishment and not necessarily for matters of policy, like hours of operation; and,
- Limit the permission for pre-existing non-conformities to a certain number of years in order to allow the establishments to recoup their investment and then to come into compliance.

Chair Clein explained the Board had been concerned that their recommended ordinance changes could punish existing operators who have already made investments into their outdoor dining because of the new SLUP language. He said the Board was seeking the Commission's input in general on the draft outdoor dining ordinance changes and on whether outdoor dining pre-existing non-conformities should be accommodated in some way. He also reassured the Commission that the remaining outdoor dining topics under discussion by the Board were minor and would be resolved soon.

Mr. Williams clarified that the language in C8 would adversely affect a number of establishments whose outdoor dining was previously approved. He noted that since there was no mechanism for pre-existing non-conformities in the SLUP language, a number of establishments would have to undo or otherwise change their recently approved updates to their outdoor dining. He cited freestanding awnings within outdoor dining platforms as one such aspect that would have to be changed. He said he did not think such a requirement would be fair to those establishments, and that at a minimum the pre-existing non-conformities should be allowed for a certain number of years so the establishments could recoup their investments.

In reply to the Mayor, Mr. Williams said he saw no issue with requiring that new outdoor dining requests comply with whatever the present standards would be.

PD Dupuis estimated that about 24 or 25 establishments - or about half - would have their outdoor dining affected by the proposed outdoor dining ordinances if the ordinance changes do not accommodate pre-existing non-conformities in some way. He estimated that about a dozen made significant investments that they would have to change with the proposed outdoor dining ordinances, and that more could lose business from the changes to the proposed outdoor dining ordinances.

The City Manager said it would likely be too complex to individually calculate how long each establishment should be allowed to have pre-existing non-conformities. He recommended that pre-existing non-conformities be limited to a standard number of years and that said limit be applied uniformly to all establishments with pre-existing non-conformities. He said doing so would

not be an unusual provision.

Mr. Jeffares stated that this was the first time that the Board received confirmation that pre-existing non-conformities would no longer be allowed under the presently proposed ordinance change. He explained that public input might increase now that it was clear that the proposed outdoor dining ordinances might not allow for pre-existing non-conformities. He noted that might encourage establishments to participate and provide feedback on the remaining points of contention in the proposed outdoor dining ordinances, which would allow the Planning Board to draw its study to a close.

The Mayor asked Staff whether they thought a pre-existing non-conforming allowance should be limited to major investments or applied to any investments.

CM Markus said he would recommend that it be limited to major investments, and that the recommended amount of time could be determined through conversations between Staff and the Board. He said that did not need to be determined during the present conversation.

Chair Clein concurred with Mr. Jeffares that this was the first time that the Board received confirmation that pre-existing non-conformities would no longer be allowed under the proposed ordinance, and said that might change some of the design discussion at the Board level as a result.

Mr. Williams noted that if establishments are no longer allowed to put outdoor dining in the furnishing zone that it may spur them to apply for an outdoor dining deck. He said that tied into the issue of considering where and how many decks should be permitted within the City.

It was noted that while the meetings were appropriately noticed and took place over the course of ten or eleven months, there were a number of meetings where no members of the restaurant community were present or gave input.

The Chair noted that the Birmingham Shopping District did submit feedback from its members early on and that some comments were also received from establishment owners. He stated that the lack of participation arose as a concern at the Board level and asked whether the Commission shared the concern, and if so, how they would like the Board and Staff to try and address the concern.

CM Markus said it was usual to hear the majority of feedback once an issue reaches the Commission. He said he did not believe that there was much more the Board could have done to solicit feedback.

Mr. Jeffares noted that the BSD represents two different groups, and said it would be helpful to hear those groups' distinct opinions.

Commissioner Baller said it would be helpful to have another joint meeting where the Board explains why they made the choices they did for the ordinance.

After Commission, Board, and Staff discussion about whether there should be further noticing, the consensus was that Staff would look at the City's e-notices and e-alerts options to see what option might help inform the broadest cross-section of stakeholders.

In reply to a question from Mr. Share, CM Markus noted that doing more noticing than the ordinance requires could lead to criticism if and when stakeholders are missed, and to assumptions of heightened levels of noticing down the line. He noted there are many options for stakeholders to receive information from the City, and said that stakeholders bear some responsibility in staying informed.

Mr. Jeffares recommended that the Commission have a workshop at some point in the future to improve the City's noticing procedures, suggesting that some of them are now somewhat outdated.

The Mayor said she was glad to see that the ordinance changes would not grant dining establishments any additional rights or privileges that would impinge on other businesses in the City.

The topic then switched to whether the number or locations of outdoor dining platforms should be regulated in some way. PD Dupuis and the Chair introduced that topic.

PD Dupuis added a point of data, stating that there are about 1300 on-street parking spaces in the downtown area and about 26 parking spaces occupied by platforms. He noted that some platforms take up more than one parking space.

In reply to the Mayor, the Chair said that while the Board could add the topic to its action list he personally did not want to try and add this topic to the Board's present work on the outdoor dining ordinances. He said he would rather draw that work to a conclusion so establishments know what the expectations are.

The Mayor agreed that there is a difference between the Board's present work on the ordinances and determining which establishments are granted outdoor dining platforms.

Mr. Jeffares and Commissioner Haig concurred with the Chair and the Mayor.

Commissioner Haig and the Mayor noted that aspects of these issues would need input from other boards and committees, like the Advisory Parking Committee or possibly the Multi-Modal Transportation Board.

In reply to Commissioner Baller, CM Markus stated that any use of public property for outdoor dining that requires a lease agreement will be brought before the Commission by Staff.

CM Markus continued that he agreed that the question of outdoor dining platform allotments is not part of the present ordinance conversation but could be considered in the future. He recommended that Staff and the Board consider guidelines, not requirements, that might consider things like demand on parking in the area, proximity to driveways, or proximity to intersections.

In reply to PD Dupuis, the Mayor said she would be supportive of requiring documentation of valet plans as part of site plan approval.

Commissioner Baller concurred. He also recommended that the new Parking Manager should look at valet parking in the City to see how it can be improved.

Public Comment

Kelly Allen, attorney for some dining establishments in the City, said she was unfamiliar with any municipal or state statutes that put time limits on legal non-conforming uses. She said the Commission should also consider not just the cost of outdoor dining infrastructure, but the amount of business that could be lost if it were removed. She said there were also concerns among her clients about the fact that if a SLUP is opened for any reason the establishment is now required to come into compliance with any updated ordinances.

B. Food Trucks

PD Dupuis noted the Commission had discussed food trucks at its March 14, 2022 meeting and stated that those minutes would be provided to the Board for their consideration. He asked the Commission whether they had any further comment to add as guidance.

Commissioner comments were that:

- Acceptable distributions, locations, and timeframes should be considered by the Board;
- Ways of streamlining food trucks requests for neighborhood events should be considered more generally;
- The City should poll special events occurring in non-downtown areas about whether they would consider adding food trucks to their events;
- The Board should design a trial, after which there should be a solicitation of feedback from the community, then evaluation;
- That food trucks ideally will help in placemaking and building community outside the downtown;
- That the City should encourage and facilitate food trucks, and other municipalities do so in a variety of ways; and,
- The Poppleton neighborhood hosts a food truck once a week and could share insights with the Board and Planning Department.

Messrs. Boyle and Jeffares recommended that the City consider using an area outside the downtown as a food truck destination and potential incubator for brick and mortar restaurants.

The Chair asked whether the Commission was tasking the Board with the land use aspects of food trucks, or the programming aspects as well.

There was consensus among the Commissioners that they wanted the Board to focus on the land use aspects.

CM Markus said both the Commission and the Board should be aware of possible concerns from brick and mortar restaurants. He said food trucks should not be an issue in moderation. He said that there should be further discussion about how much of a role the City should play in facilitation, noting that neighborhood associations could take the lead on getting food trucks into the neighborhoods more often. He said the City could also make a point of telling each of its event sponsors that the City is interested in seeing special events with food trucks and could see how that goes. He said he was less sure of how the City could ensure that there would be enough foot traffic in neighborhoods for it to be worth a food truck operator's while.

C. Social Districts

PD Dupuis introduced the item, noting that the Commission had also discussed social districts at its March 14, 2022 meeting that those minutes would be provided to the Board for their consideration. He asked the Commission whether they had any further comment to add as guidance.

After discussion, there was consensus that the the Commission would explore street closures instead of social districts initially, and that this would not be an item for the Board to consider at this time.

The City Attorney clarified that the only difference between a social district and a street closure is that the former allows open containers of alcohol within a defined area.

CM Markus recommended the Commission consider closing some area near Shain Park.

It was noted that a trial of street closures could potentially lead to considerations of social districts later on.

Commissioner Schafer asked if establishments were aware the City was discussing social districts.

Some anecdotes from Ann Arbor's and Northville's experiences with social districts were mentioned.

Commissioner Haig recommended the City consider holding an event in a parking lot instead of in a street in order to avoid disrupting traffic.

It was discussed that the Commission could communicate with the BSD Board to discuss creating an event with street closures.

The Mayor noted that a food truck could be considered as part of the street closures as well.

IV. PUBLIC COMMENT

The City of Birmingham welcomes public comment limited at the Mayor's discretion to allow for an efficient meeting. The Commission will not participate in a question and answer session and will take no action on any item not appearing on the posted agenda. The public can also speak to agenda items as they occur when the presiding officer opens the floor to the public. When recognized by the presiding officer, state your name for the record, and direct all comments or questions to the presiding officer.

Joe Bongiovanni, resident and restaurateur, stated:

- Social districts are an opportunity to activate under-activated areas;
- Vias would be a perfect venue for a social district, given the controlled flow of traffic, the City's desire to activate them, and the contiguous establishments;
- Creating social districts in the vias might also encourage other establishments to open on vias knowing they have that opportunity;
- Could also designate Shain Park, and could allow the City to host the American Express Wine and Food Festival;

- The discussion about outdoor dining began because Birmingham residents were polled and overwhelmingly asked for expanded outdoor dining options, including off-season;
- The currently proposed changes to the outdoor dining ordinance is largely limiting, in opposition to what residents overwhelmingly requested;
- The questions should be how the community can expand outdoor dining and meet the community needs, and what clarifications need to be made about certain outdoor dining elements;
- Taking away the awnings from establishments would make outdoor dining untenable on many days; and,
- The change to the SLUP contracts, combined with the proposed outdoor dining ordinances, will put some of the dining establishments in a very difficult position.

Lorenzo Bongiovanni spoke positively about Birmingham's vibrancy and walkability. He said that supporting the restaurant community and outdoor dining were two ways of doing that. He continued that no ordinance should stand to negatively impact about half of the current establishments with outdoor dining, as estimated by PD Dupuis earlier in the meeting. He encouraged the Commission to continue moving towards vibrancy in its decision making processes.

V. COMMUNICATIONS

Included in the agenda packet.

VI. ADJOURN

Seeing no further comment, Mayor Longe adjourned the meeting at 9:40 p.m.

Birmingham City Commission Minutes

June 27, 2022

Municipal Building, 151 Martin

7:30 p.m.

Vimeo Link: <https://vimeo.com/event/3470/videos/720093825/>

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, Planning Director Dupuis, Assistant City Manager Ecker, Assistant to the City Manager Fairbairn, Operations Commander Grewe, City Attorney Kucharek, Human Resources Manager Lambert, Consulting City Engineer Surhigh

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

Announcements

- COVID-19 Update: Per the CDC, Oakland County has a COVID-19 transmission level of HIGH. The City continues to recommend the public wear masks while attending City meetings per CDC guidelines. All City employees, commissioners, and board members must wear a mask while indoors when 6-feet of social distancing cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.
- The Clerk's office would like to remind voters to turn in an absentee ballot application if they wish to vote by mail for the August 2, 2022 State Primary Election. Return your absentee ballot to the clerk's office as soon as possible via drop box or mail. To review your specific voting information and preview your ballot visit mi.gov/vote. The online and mail voter registration deadline is July 18th. After July 18th new voters must register in person at the clerk's office.
- Upcoming In The Park Summer Concert Series in Shain Park on Wednesday starting at 7 pm. June 29th is the Birmingham Concert Band (Orchestra) and July 6th is Lisa Mary (Country). Please join us in the park!

- Nominations are being accepted for the 2022 Birmingham Bloomfield cultural arts awards by the Cultural Council of Birmingham/Bloomfield. To download the nomination form, see a list of former honorees and see nomination criteria, visit: <https://culturalcouncilbirminghambloomfield.org>

Appointments

06-165-22 Appointment of Andrea Prena to the Historic District Study Committee

The Commission interviewed Andrea Prena for the appointment.

MOTION: Nomination by MPT Boutros:

To appoint Andrea Prena to the Historic District Study Committee as a regular member to serve a three-year term to expire June 25, 2025.

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

Nays, None

06-166-22 Appointment of Jenny Roush to the Historic District Study Committee

Jenny Roush was unable to attend the meeting. The Mayor noted that Ms. Roush was a sitting member on the HDSC.

MOTION: Nomination by Commissioner McLain:

To appoint Jenny Roush to the Historic District Study Committee as a regular member to serve a three-year term to expire June 25, 2025.

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

Nays, None

06-167-22 Appointment of Thomas Loafman to the Historic District Study Committee

Thomas Loafman was unable to attend the meeting. The Mayor noted that Mr. Loafman was a sitting member on the HDSC.

MOTION: Nomination by Commissioner Haig:

To appoint Thomas Loafman to the Historic District Study Committee as a regular member to serve a three-year term to expire June 25, 2025.

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

Nays, None

06-168-22 Appointment of Jim Robb to the Board of Ethics

The Commission interviewed Jim Robb for the appointment.

MOTION: Nomination by MPT Boutros:
To appoint Jim Robb to the Board of Ethics as a regular member to serve a three-year term to expire June 30, 2025.

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

Nays, None

06-169-22 Appointment of Patrick J. Hughes to the Museum Board

Patrick J. Hughes was unable to attend the meeting. The Mayor noted that Mr. Hughes was a sitting member on the Museum Board.

MOTION: Nomination by MPT Boutros:
To confirm the City Manager's appointment of Patrick J. Hughes to the Museum Board as a regular member who is a business owner to serve a three-year term to expire July 5, 2025.

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

Nays, None

06-170-22 Appointment of Judith Keefer to the Museum Board

Judith Keefer was unable to attend the meeting. The Mayor noted that Ms. Keefer was a sitting member on the Museum Board.

MOTION: Nomination by Commissioner Host:

To appoint Judith Keefer to the Museum Board as a regular member to serve a three-year term to expire July 5, 2025.

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

Nays, None

CC Bingham swore in the present appointees.

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.

06-171-22 Consent Agenda

The following items were pulled from the Consent Agenda:

Commissioner Host: Item I – Follow up on Joint City Commission / Planning Board Meeting

MOTION: Motion by MPT Boutros, Commissioner Schafer:

To approve the Consent Agenda excluding Item I.

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

Nays, None

A. Resolution to approve the City Commission workshop meeting minutes of June 13, 2022.

B. Resolution to approve the City Commission meeting minutes of June 13, 2022.

- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated June 15, 2022, in the amount of \$657,037.54.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated June 22, 2022, in the amount of \$929,872.69.
- E. Resolution to approve a request by the Birmingham Museum to hold the Underground Railroad Commemoration special event on September 17, 2022 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- F. Resolution designating Deputy Treasurer Jack Todd, Assistant Finance Director Kim Wickenheiser, DPS Director Lauren Wood, Building Official Bruce Johnson, Assistant Building Official Mike Morad, Birmingham Museum Director Leslie Pielack, and Police Chief Mark Clemence as proxy representatives of Election Commissioners Mayor Therese Longe, Mayor Pro Tem Pierre Boutros, Commissioner Clinton Baller, Commissioner Brad Host, Commissioner Andrew Haig, Commissioner Elaine McLain, and Commissioner Katie Schafer, for the purpose of conducting the Public Accuracy Tests of the electronic tabulating equipment which will be used to count votes cast at the August 2, 2022 election.
- G. Resolution appointing election inspectors, absentee voter counting board inspectors, receiving board inspectors and other election officials as recommended by the City Clerk for the August 2, 2022 State Primary Election pursuant to MCL 168.674(1), and further grant the City Clerk the authority to make emergency appointments of qualified candidates should circumstances warrant in order to maintain adequate staffing in the various precincts, counting boards and receiving boards. And further, to increase Election Inspectors rate of pay to the proposed amounts, budgeted in account 101.262-000.815-0100, as presented in the staff report.
- H. Resolution to approve the Birmingham City Commission 2023 Meeting Schedule as submitted.
- J. Resolution to approve the Indemnification and Hold Harmless Agreement between Canelle Patisserie licensee Canelle, LLC, 159 N. Eton property owner Beach Escape, LLC, and the City of Birmingham.
- K. Resolution to set a public hearing date of July 25th, 2022 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 1160 Grant St. – Ortiz Educare.
- L. Resolution to set a public hearing date of July 25th, 2022 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 36877 Woodward Ave – Gasow Veterinary Clinic.
- M. Resolution to set a public hearing date of July 25, 2022 to review the outdoor dining at 220 Merrill – 220 Restaurant for compliance.
- N. Resolution to approve an agreement with Johnson Sign Co. for the fabrication and installation of via wayfinding signs in the amount not to exceed \$19,200. 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 account # 101-721.000-825.0100.
- O. Resolution to amend the Schedule of Fees, Charges, Bonds and Insurance for changes in sewer and storm water rates effective for bills with read dates on or after July 1, 2022 as recommended in this report, contingent on the Oakland County Water Resources Commissioner adopting the revised Great Lakes Water Authority rates at their June 28th meeting.

- 1. Letter from Oakland County dated June 9, 2022 re: GLWA

- P. Resolution to approve the outside agency service agreements for services described in Attachment A of the agreement for fiscal year 2022-23 with Birmingham Bloomfield Community Coalition in the amount of \$3,000, Birmingham Youth Assistance in the amount of \$18,000 and Common Ground in the amount of \$1,500. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding has been budgeted for these agreements in account #101-301.000.-811.0000
- Q. Resolution to approve an agreement with Etna Supply Company located at 2158 Gratiot Avenue, Detroit, MI 48207, for the purchase of Sensus Meter replacement parts, in the amount of \$71,665. Funds for this purchase are available in the FY 2021-2022 Water Supply System Fund, account #591-537.001-747.0000; and further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

06-172-22 (Item I) Follow up on Joint City Commission / Planning Board Meeting

Commissioner Host said he considered this a small step in the right direction. He said he would like to see food trucks in more residential areas in order to enhance residents' sense of community. He recommended Pembroke and Barnum Parks as good potential locations.

CM Markus explained that there is a noticing requirement for special events and said that is critical. He said the Commission could consider shortening the noticing period in the initial phase to encourage participation, with the caveat that it would be appropriate to return to the regular noticing period later.

CM Markus also said the City had become aware of a food truck operator currently operating outside the permitting process. He asked the operator to go through the regular permitting process in the interest of public health, safety, and welfare.

CM Markus noted that there concerts in the parks and other ways for people to come out and participate in the community, and opportunities for neighborhoods to host block parties as well. He recommended that Commissioner Host encourage the neighborhood associations to sponsor food trucks in the parks if they are interested in doing so. He said he was reluctant to have the City itself sponsoring food trucks in the residential areas due to liability and other considerations.

In reply to Commissioner Schafer, CC Bingham explained the costs for a Special Event Permit and a Vendor/Peddler License.

CM Markus stated the permit fees are correlated to the costs incurred by the City, as per State Law. He said it might be possible for some food trucks to receive a Master Permit that would allow them in different parks on different days.

In reply to Commissioner Haig, CM Markus said the BSD usually reports back on how their events go, and that he could also request DPSD Wood to provide feedback on any DPS-sponsored events with food trucks.

MOTION: Motion by Commissioner Host, seconded by MPT Boutros:

To direct the City Manager to encourage all City sponsored special events to include the use of local food trucks within the event area when and where appropriate;

AND

To request that the Birmingham Shopping District consider including the use of local food trucks in all BSD

sponsored special events;

AND

To request the Birmingham Shopping District to consider organizing and sponsoring a rotation of special events to be held on days or evenings on streets closed off to vehicular traffic.

Commissioner Baller recommended the City Manager be directed to return with a new type of streamlined special event application for events with food trucks.

CM Markus said he would make the recommendation that food truck applications be expedited as part of the approval by the Commission.

Public Comment

In response to Paul Reagan, CM Markus noted that food trucks would be encouraged for events sponsored by the BSD, City Departments, and neighborhood associations to encourage food trucks in a variety of areas throughout the City.

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

Nays, None

VI. UNFINISHED BUSINESS

None.

VII. NEW BUSINESS

**06-173-22 Public Hearing – To consider the removal of Aaron Black from the
Advisory Parking Committee**

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

CC Bingham summarized the item.

Seeing no comment, the Mayor closed the public hearing at 8:00 p.m.

MOTION: Motion by MPT Boutros, Commissioner Host:
To accept the resignation of Aaron Black and to thank him for his time and service.

VOICE VOTE: Ayes, MPT Boutros
 Commissioner Baller
 Commissioner McLain
 Commissioner Schafer
 Commissioner Host
 Mayor Longe

Commissioner Haig

Nays, None

06-174-22 Public Hearing - 588 S. Old Woodward - Phoenicia – Special Land Use Permit, Final Site Plan and Design Review

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

PD Dupuis presented the item.

Victor Saroki, architect, spoke on behalf of the item.

Seeing no public comment, the Mayor closed the public hearing at 8:06 p.m.

Samy Eid, owner of Phoenicia, also spoke on behalf of the item.

In reply to Commissioner Baller, CM Markus said the City would monitor parking near Phoenicia to ensure that the 20 leased parking spaces in the 555 Building are being used and that Phoenicia's parking is not spilling over into the public areas.

In reply to CM Markus, Mr. Eid confirmed he understood the potential consequences if he could not renew the lease for the 20 parking spaces once the present five-year lease expires.

Commissioner Haig encouraged Mr. Eid to use the 20 spaces in the 555 Building since he is paying for them. The Commissioner also agreed with CM Markus, advising Mr. Eid to maintain the agreement with the 555 Building in order to continue using the addition to the restaurant.

Mr. Eid agreed.

In reply to the Mayor, Mr. Eid said he was unsure why the lease provided by the 555 Building was written for five years instead of ten.

MOTION: Motion by Commissioner Haig, MPT Boutros:

To approve the Special Land Use Permit, Final Site Plan and Design Review application for 588 S. Old Woodward – Phoenicia with the following condition:

- The applicant submit a signed parking lease agreement for 20 parking spaces or obtain a variance for required parking spaces from the BZA.

MPT Boutros commended Mr. Eid, noted Phoenicia's longevity in the community, and said tying the business to the lease of the parking spaces shows Mr. Eid's commitment to the community.

In reply to additional comment by MPT Boutros, CM Markus briefly summarized how the Board of Zoning Appeals evaluates whether a variance from the zoning ordinance should be granted.

CM Markus recommended that Mr. Eid continuously evaluate opportunities to maintain Phoenicia's required parking in case changes occur in the 555 Building's circumstances.

ROLL CALL VOTE: Ayes, MPT Boutros
 Commissioner Baller

Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

06-175-22 Pedestrian Crosswalk Installation Guidelines

OC Grewe introduced the item.

Brad Strader, consultant from MKSK, presented the item.

In reply to Commissioner Baller, Mr. Strader said the proposed guidelines would be used to evaluate the City's crosswalks. Those evaluations would then be used to either help update the City's Multi-Modal Transportation Plan or to make recommendations for certain areas in the City.

In reply to Commissioner Haig, Mr. Strader and CM Markus clarified that the RCOC is responsible for Bloomfield Township and Bloomfield Hills roads that abut Birmingham.

In reply to MPT Boutros, Mr. Strader said the guidelines would also help in the ongoing pedestrian safety conversations between the City and MDOT.

MOTION: Motion by MPT Boutros, Commissioner Baller:
To adopt the Crosswalk Installation Guidelines for pedestrian crosswalk installation as depicted in the flowchart "Exhibit A".

Public Comment

In reply to Steve Torack, CM Markus said it was not yet clear how many new crosswalks would be recommended by the guidelines.

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

Nays, None

06-176-22 Brown Street Lane Reduction from Peabody Street to Woodward Avenue

Mr. Strader, consultant from MKSK, presented the item.

In reply to Commissioner Haig, Mr. Strader said MDOT would be in charge of any signal changes that would need to be made if this lane reduction is recommended.

In reply to Commissioner Baller, Mr. Strader said Staff, consultants, and the Multi-Modal Transportation Board will make future recommendations for restriping Brown if this item is advanced.

Commissioner Schafer said she was heartened that MDOT is working on making this area safer and said she was looking forward to future iterations.

Commissioner McLain emphasized that drivers must stop for pedestrians in crosswalks.

MOTION: Motion by Commissioner Haig, MPT Boutros:
To approve the reduction of vehicular travel lanes on eastbound Brown Street between Peabody Street and Woodward Ave from two lanes down to one lane;

AND

To direct the Multi-Modal Transportation Board to evaluate permanent road designs incorporating one eastbound vehicular travel lane for Brown Street from Peabody Street to Woodward Ave to recommend to City Commission at a later date.

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

Nays, None

06-177-22 Westwood, Raynale & Oak Street Project Interim Report for City-Initiated Unimproved Street Project

CCE Surhigh presented the item.

In reply to the Mayor, CM Markus explained:

- The City has been evaluating streets holistically, including condition and all the utilities. He said the water lines, hydrants, and stormwater issues are driving the need to improve the infrastructure of these streets;
- He strongly advised the Commission not to consider Suggested Commission Action C;
- He did not recommend altering the City's street standards because wider streets create more impervious surfaces, more runoff, and cost more for the City's taxpayers to maintain once the streets are improved; and,
- Even though residents in certain areas may not experience flooding, their water infrastructure helps contribute to the flooding and overflow in other parts of the City.

The Mayor noted that if the Commission recommends the current street widths be maintained - as requested by a number of residents - in conjunction with Suggested Commission Action A, that the special assessment costs would be approximately 15% higher than if the streets were reconstructed to the standard 26-foot width. In contrast, Suggested Commission Action B would essentially update the utilities and sidewalk and otherwise leave the street as-is.

In reply to Commissioner Haig, CCE Surhigh stated that there is no sewer cross-connection between Bloomfield Township and Birmingham.

In reply to Commissioner Baller, CCE Surhigh estimated the costs of street improvements or cape sealing to an average size lot. He explained that the costs of street improvements would be split over ten years.

Commissioner Schafer noted that if these roads are fully improved, there would be no additional assessments to those residents. She noted that cape seal, in contrast, would be charged to the residents every time the roads come up again in the cape seal cycle.

MPT Boutros summarized the work of the Ad Hoc Unimproved Street Study Committee (AHUSSC) and the facts the residents of Westwood, Raynale, and Oak should consider in choosing street improvements or seal.

Commissioner Schafer also noted that the AHUSSC considered all the options for dealing with unimproved streets, and that the consensus was that improving streets was drastically preferable to cape seal. She noted that the decision to improve infrastructure and certain streets comes after an immense amount of study on the part of Staff. She said this was a significant opportunity to advance the City's goal of improving its 26 miles of unimproved streets. She said that while she appreciated residents' concerns about costs, this is an opportunity to better the City.

Commissioner Host suggested moving Suggested Commission Action A without Westwood. The motion failed for lack of a second.

Public Comment

Corey Holter, resident of Westwood, said many residents of Westwood would prefer Suggested Commission Action C. He said if that option were not available, however, the residents of Westwood would prefer Suggested Commission Action B. He said if the City wants to fully improve Westwood it should pay for that, since it was a matter of public good and not a specific benefit to the residents of Westwood.

In reply to some of Mr. Holter's comments, CM Markus and the Mayor noted that residents have been paying to improve their streets for decades, after which the City takes over paying for further maintenance. It was noted that if these were improved streets the City would be paying for these repairs. It was also noted that taxpayers in the City are currently paying to maintain these streets in terms of potholes, plowing, and other routine maintenance.

Steve Torok, resident of Westwood, said he was supportive of fixing the water and sewer. He said he was supportive of Suggested Commission Action B. He said Westwood was not in poor enough repair to merit full improvements at this time.

CM Markus concurred that Westwood was in relatively good condition for an unimproved street, and said that is why Suggested Commission Action B was included among the options. He noted that even if Suggested Commission Action B is implemented that the base of the street will be replaced with material of higher quality, thus making a better street even if not fully improving it.

Jerry Vanwyke, resident of Westwood, suggested that the Commission should not vote to advance any work on Westwood until it is clear whether the work would require trenching. He said he would also like to see all residents pay for street improvements in the interest of equity.

Kim Romanosky, resident of Westwood, concurred with Messrs. Holter, Torack, and van White.

Janelle Whipple-Boyce, a member of the former AHUSSC, noted that most every resident is assessed at some point for one reason or another. She noted that while it is not pleasant to pay an assessment, it contributes to the public good and is the appropriate thing to do. She said advancing Suggested Commission Action B indicates that the City prefers cape seal to improved streets. Given the City's adoption of the AHUSSC recommendations, she asked how the Commission could consider advancing any Action but Suggested Commission Action A.

Greg Obloy, resident of Glenhurst, said he would prefer Suggested Commission Action C, and if that option was not available, Suggested Commission Action A because he was in favor of doing the construction appropriately the first time. He questioned the legality of imposing the costs of Suggested Commission Action A, however.

A number of speakers questioned whether Glenhurst is an improved street.

CM Markus said he was confident in former City Engineer William Killeen's description of it as such.

Seeing no further public comment, the Mayor returned the conversation to the Commission.

Commissioner McLain said:

- Improving the water infrastructure in the area was essential for preserving the health, safety, and welfare of the City;
- The Commission is obligated to make decisions that will benefit the whole community;
- When performing infrastructure improvements, it is appropriate to improve the road entirely at that time per the AHUSSC's report;
- A number of City residents' flooding issues begin with Westwood's water infrastructure, and this work would begin to address those issues; and,
- Unimproved roads can cause repeated damage to vehicles, which should not occur.

Commissioner Haig said:

- Before running for Commission, he submitted a proposal to the City that would have shared the costs of street improvements more equitably. The City did not pursue the recommendations in his proposal;
- He lives on an unimproved street that damages vehicles and where the cape seal failed in the first six months;
- He wants the City to have as high an ISO rating as possible;
- The water infrastructure in this area can still contribute to flooding in other areas, even if the residents in this area experience no ill-effects;
- Working with policy requires that policy be used as a guideline while also evaluating a situation's particular circumstances; and,
- He was supportive of Suggested Commission Action B as a compromise between policy, resident preference, and because the surface is decent and the subsurface is the main issue.

CCE Surhigh and CM Markus clarified the difference between Suggested Commission Action B and a fully improved street, which includes drainage, the reconstruction of the base to support the street surface, and the service life of the surface.

Commissioner Host noted that of the 26 miles of unimproved road, some percentage will not want their roads improved. He noted that Westwood seems to be one of those streets. He said if the water infrastructure needs to be done, then the road should be trenched, cape sealed, and maintained at its

present width.

MOTION:

Motion by Commissioner Haig, Commissioner Host:

To direct the Engineering Department to proceed with final design of the Westwood, Raynale & Oak Street Project to include the planned improvements to the sewer and water systems, and the replacement of pavement surfaces disturbed by the utility construction with a full cape-seal treatment to be completed upon the conclusion of the other construction.

Public Comment

Mr. Holter said after listening to Commissioner Haig speak he was persuaded that the present motion was likely the best option.

The Everlys, residents of Westwood, said they had not been able to speak earlier but that they supported Suggested Commission Action C. Ms. Everly said if the street was to be improved the City should cover the costs.

In reply to Ms. Romanosky, CCE Surhigh said Suggested Commission Action B would result in estimated costs of \$2,500 to \$3,500 for the average homeowner.

CM Markus explained the next steps if the residents of the streets in question are to be specially assessed. He noted that the residents would have a number of further opportunities to provide comment.

The Mayor noted that the City would be investing well over a million dollars into the area's sewer and water repairs.

Commissioner Baller said he would support this motion because residents seem to be split between Suggested Commission Action B and Suggested Commission Action C, Westwood has sidewalks and curbs, and it is time to re-do the cape seal on the street. He noted that the average home value on the street was relatively high, and said the relatively minor costs stemming from the motion on the floor would likely be easily borne by the residents. He said it was a good compromise, does not establish a precedent, and that the work the AHUSSC did was valuable and will be applied to streets in worse repair.

Commissioner Schafer explained some ways the process of communicating with residents could be improved for the future. She said it should be more clearly communicated to residents moving forward that the MMTB makes a recommendation to the Commission while the Commission makes a final determination. She said residents should be given as much clear and advance notice as possible that their streets are being considered for capital improvements and what that may entail. She said with more advance notice people can expect and plan for full street improvements when they are to occur.

MPT Boutros said he supported the motion because of the condition of the street and because the majority of the residents prefer cape seal to full improvement.

ROLL CALL VOTE: Ayes, MPT Boutros
 Commissioner Baller
 Commissioner Host
 Mayor Longe
 Commissioner Haig

 Nays, Commissioner McLain
 Commissioner Schafer

The Commission took a brief recess at 10:40 p.m.

The Commission returned from recess at 10:46 p.m.

06-178-22 2022-23 Compensation Recommendations for Department Heads and Administrative / Management Employees

HRM Lambert presented the item.

MOTION: Motion by Commissioner Baller, MPT Boutros:

To approve a 4.5% salary range adjustment and in-range adjustments based upon performance for full-time and part-time employees in the Department Head and Administrative/Management classifications effective July 1, 2022 and approving a 2.5% performance increment through June 30, 2023 with individual eligibility to be in accordance with the attached merit increase guidelines. Further, to authorize the budget amendments from the wage adjustment account 101-299.000-709.0000 to the appropriate departments.

Commissioner Host said he felt the salary range adjustments being recommended were unfair to the employees covered by the City's five bargaining units.

CM Markus noted that the wage rate increases negotiated by the City's five bargaining units were negotiated before inflation began to spike. He explained that establishing the proposed 4.5% salary range adjustments in this case would provide the bargaining units with information about how the City administration intends to approach the issue of inflation for all employees.

The Mayor thanked HRM Lambert and CM Markus for paying attention to the issue of inflation for employees. She noted the current difficult hiring environment, and said this is a step towards remaining competitive with other municipalities.

In reply to inquiry from Commissioner Haig, CM Markus and HRM Lambert explained the rationale for making these recommendations, noting particularly the difficult hiring environment and the difficult inflationary pressures at this time.

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

Nays, Commissioner Host

06-179-22 Strategic Planning Services Contract

ATCM Fairbairn presented the item.

MOTION: Motion by Commissioner Host, MPT Boutros:

To approve a 1-year agreement with Lew Bender for strategic planning services in the amount not to exceed \$14,500. 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 account 101-101.000-962.00.

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

Nays, None

06-180-22 Request for Closed Session MCL § 15.268 Sec. 8(e) of the Open Meetings Act

(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 MPT Boutros, Commissioner Host:
To meet in closed session to discuss pending litigation pursuant to MCL § 15.268 Sec. 8(e) of the Open Meetings Act regarding John Reinhart, et al the v City of Birmingham; U.S. District Court Case No.: 2:22-cv-11074-MAG-DRG and Privilege Underwriters Reciprocal Exchange/ A foreign Company a/s/o Patrick Carroll v City Of Birmingham/ a Michigan Municipal Corporation Case No.: 2019-173450-ND.

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

Nays, None

The Commission went into closed session at 11:29 p.m.

The Commission returned from closed session at 11:48 p.m.

06-183-22 Action Resulting from Closed Session

The Mayor asked for a motion to authorize the City Attorney to settle up to \$25,000 in the case of Privilege Underwriters Reciprocal Exchange/ A foreign Company a/s/o Patrick Carroll v City Of Birmingham.

MOTION: Motion by MPT Boutros, Commissioner Host:
To settle up to \$25,000 in the case of Privilege Underwriters Reciprocal Exchange/ A foreign Company a/s/o Patrick Carroll v City Of Birmingham/ a Michigan Municipal Corporation Case No.: 2019-173450-ND.

ROLL CALL VOTE: Ayes, MPT Boutros
Commissioner Baller
Mayor Longe
Commissioner Haig

Commissioner Host
Commissioner McLain
Commissioner Schafer

Nays, None

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.

Commission Discussion On Items From Previous Meetings

06-181-22 Discussion on Meeting Start/End Times

Commissioner Baller suggested that regular meetings could possibly start at an earlier time, which would possibly also result in an earlier end time.

MOTION: Motion by Commissioner Baller, MPT Boutros:
To direct the City Manager to bring forth a proposed ordinance that would allow the Commission to consider a change in regular meeting start times.

Commissioner Haig voiced his preference for the 7:30 p.m. start time for regular meetings.

Commissioner Host said he was unconcerned about late meetings occurring in the interest of public service.

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

Nays, Commissioner Haig
Commissioner Host

06-182-22 Discussion Regarding a Sustainability Board

Commissioner Schafer suggested the Commission consider the implementation of a Sustainability Board in order to address issues of sustainability in the community.

MOTION: Motion by Commissioner Schafer, MPT Boutros:
To direct Staff to bring back a proposed resolution for creating a Sustainability Board.

Commissioner Baller said it was past due and offered his wholehearted support.

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

Nays, None

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

A. Commissioner Reports

Commissioner Schafer reported back from the SEMCOG General Assembly meeting of June 23, 2022.

Commissioner McLain reported back from the MML presentation of June 27, 2022.

Commissioner Host spoke positively about Birmingham's first Heroes' Day, celebrated at the Birmingham Farmers' Market on June 26, 2022.

B. Commissioner Comments

C. Advisory Boards, Committees, Commissions' Reports and Agendas

D. Legislation

E. City Staff

1. City Manager's Report

CM Markus reviewed the report.

2. Lead Water Service Replacement Program Update

INFORMATION ONLY

XI. ADJOURN

Mayor Longe adjourned the meeting at 11:49 p.m.

Alexandria Bingham
City Clerk



Laura Eichenhorn
City Transcriptionist

City of Birmingham

Warrant List Dated 06/29/2022

Meeting of 07/11/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
286376		SADREFUND	ADLER, TRUDY R	99.75
286377		MISC	AIR HANDLERS SERVICE CORP.	2,086.00
286378		BDREFUND	ALLSHIRE BUILDING	100.00
286380		BDREFUND	AMERICAN STANDARD ROOFING	100.00
286381		BDREFUND	ANTHONY DIMAGGIO	200.00
286382	*	006759	AT&T	191.56
286383		003703	AT&T MOBILITY	790.74
286384		BDREFUND	AURORA MEDI SPA	500.00
286385		BDREFUND	BARAN BUILDING COMPANY INC	2,500.00
286386		005274	LEWIS BENDER	395.00
286387		005003	BIRMINGHAM BLOOMFIELD COMMUNITY	1,908.40
286388		001201	BIRMINGHAM YOUTH ASSISTANCE	9,588.73
286389		BDREFUND	BLOOMFIELD CONSTRUCTION CO	100.00
286390		003526	BOUND TREE MEDICAL, LLC	815.63
286391		BDREFUND	BRICK & LEVEL MASONRY RESTORATION L	200.00
286392	*	006520	BS&A SOFTWARE, INC	550.00
286393		003907	CADILLAC ASPHALT, LLC	2,823.32
286394	*	009078	CANON SOLUTIONS AMERICA INC	1,822.98
286395	*	009326	CAPFINANCIAL PARTNERS, LLC	22,500.00
286397		BDREFUND	CARDINAL PROPERTY SERVICES LLC	200.00
286398	*	000444	CDW GOVERNMENT INC	5,105.70
286400		000605	CINTAS CORPORATION	26.60
286401		000605	CINTAS CORPORATION	164.06
286401	*	000605	CINTAS CORPORATION	164.06
286402		000605	CINTAS CORPORATION	25.46
286403	*	000605	CINTAS CORPORATION	103.88
286404		BDREFUND	CITY ABATEMENT SERVICES	100.00
286405	*	000912	MARK CLEMENCE	1,265.61
286406	*	008955	COMCAST	500.89
286407	*	005074	COMFORT INN & SUITES	311.85
286408		009441	COMMONWEALTH HERITAGE GROUP, INC	2,465.00
286409	*	000627	CONSUMERS ENERGY	182.20
286410		003802	CROSWELL GREENHOUSE, INC	20,572.75
286412		009309	DEALER AUTO PARTS	215.71
286413		BDREFUND	DIMAGGIO FINE ART	100.00
286414		BDREFUND	DIMAMBRO CONSTRUCTION LLC	100.00
286415	*	009492	LISA DOMBROWSKI	600.00
286416	*	000179	DTE ENERGY	141.56
286417	*	000179	DTE ENERGY	116.00
286419	*	000179	DTE ENERGY	654.44
286420	*	000179	DTE ENERGY	23.06
286421	*	000179	DTE ENERGY	2,069.03
286422	*	000179	DTE ENERGY	55.69

City of Birmingham

Warrant List Dated 06/29/2022

Meeting of 07/11/2022

Check Number	Early Release	Vendor #	Vendor	Amount
286423	*	000179	DTE ENERGY	405.56
286424	*	000179	DTE ENERGY	7,271.93
286425	*	000179	DTE ENERGY	1,512.62
286426	*	000179	DTE ENERGY	4,361.49
286427	*	000179	DTE ENERGY	2,360.46
286428	*	000179	DTE ENERGY	14.76
286429	*	000179	DTE ENERGY	1,131.33
286430	*	000179	DTE ENERGY	37.70
286431	*	000179	DTE ENERGY	15.54
286432	*	000179	DTE ENERGY	16.71
286433	*	000179	DTE ENERGY	373.19
286434	*	000179	DTE ENERGY	40.02
286437	*	009100	ENZO WATER SERVICE	1,301.82
286438		BDREFUND	FAIRPLAY HOME MAINTENANCE	100.00
286439		001223	FAST SIGNS	330.00
286440	*	000936	FEDEX	34.09
286441		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	100.00
286442		BDREFUND	GGC CONSTRUCTION LLC	93.75
286443	*	004604	GORDON FOOD	5.97
286444	*	007347	GREAT LAKES AWARDS, LLC	142.00
286446	*	001377	HAGOPIAN CLEANING SERVICES	2,268.00
286447		BDREFUND	HIGH POINT CONSTRUCTION	300.00
286448	*	001956	HOME DEPOT CREDIT SERVICES	2,945.61
286449		000342	IBS OF SE MICHIGAN	655.20
286450		BDREFUND	INSURANCE CONSTRUCTION MANAGEMENT	200.00
286451	*	009322	JACKIE'S TRANSPORT INC	875.00
286452		BDREFUND	JEFF ABOUD	100.00
286453		BDREFUND	JOHN MCCARTER CONSTRUCTION LLC	300.00
286454		005291	KAESER & BLAIR INC	1,859.63
286455		BDREFUND	KAY BAUM ASSOCIATES	100.00
286456		BDREFUND	KELLY BUILDING & DEVELOPMENT CO LLC	200.00
286457		BDREFUND	KITCHEN & BATH BY RITE-WAY INC	200.00
286458		000353	KNAPHEIDE TRUCK EQUIPMENT	957.64
286459		BDREFUND	LERMAN CORPORATION	200.00
286460		BDREFUND	MAC CONSTRUCTION, INC.	300.00
286461		009444	MACOMB MECHANICAL, INC	1,998.00
286462		BDREFUND	MARTINO ENTERPRISES INC	100.00
286464		BDREFUND	MICHELLE DORIAN	100.00
286466		002207	MICHIGAN AUTOMATIC SPRINKLER, INC.	423.00
286467	*	007659	MICHIGAN.COM #1008	89.23
286469	*	005634	GINA MOODY	140.00
286470	*	008160	MPARKS	1,100.00
286471		002010	MULTISTATE TRANSMISSIONS	2,321.00

City of Birmingham

Warrant List Dated 06/29/2022

Meeting of 07/11/2022

Check Number	Early Release	Vendor #	Vendor	Amount
286472	*	009456	SHRIYA NAMA	446.25
286473		009504	NORTHERN MICHIGAN UNIVERSITY	175.00
286474		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	100.00
286475		000477	OAKLAND COUNTY	290,570.01
286475	*	000477	OAKLAND COUNTY	390,250.34
286476	*	004370	OCCUPATIONAL HEALTH CENTERS	747.00
286477	*	009478	ODP BUSINESS SOLUTIONS, LLC	923.05
286478		BDREFUND	PELLA WINDOWS & DOORS, INC.	500.00
286479		BDREFUND	PHILLIPS SIGN & LIGHTING INC	100.00
286481		007280	PLUS PACKAGING, INC.	2,504.32
286482	*	005310	POINTE ENVIRONMENTAL SERVICES INC.	1,560.00
286483		001132	PRIMO'S PIZZA	420.58
286484	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
286485	*	007562	MIKE ROMANOWSKI	63.73
286486		BDREFUND	ROYAL OAK & BIRMINGHAM AWNING	100.00
286487		BDREFUND	SCHOENHERR HOMES LLC	100.00
286488	*	009493	SHOUT! LLC	1,800.00
286489	*	008073	SITEONE LANDSCAPE SUPPLY, INC	1,709.92
286490	*	007907	SP+ CORPORATION	4,925.00
286491		BDREFUND	STARRS ROOFING	561.25
286492		BDREFUND	STULBERG, DAVID C	200.00
286493		SADREFUND	THOMAS AND SHARON CATALANO TRUST	99.75
286494		BDREFUND	THOMAS SEBOLD & ASSOCIATES, IN	1,400.00
286495		BDREFUND	TITTLE BROTHERS CONSTRUCTION LLC	200.00
286496		BDREFUND	TUNNICLIFF, JEFFREY	906.59
286497	*	004379	TURNER SANITATION, INC	290.00
286498		005806	ULINE	97.37
286499	*	000158	VERIZON WIRELESS	133.34
286500	*	000158	VERIZON WIRELESS	946.34
286501		BDREFUND	WALLSIDE INC	500.00
286502		BDREFUND	WEIGANT, SHANNON	100.00
286503		000299	WEINGARTZ SUPPLY CO.	94.99
286504		000299	WEINGARTZ SUPPLY CO.	103.98
286505		004512	WOLVERINE POWER SYSTEMS	240.00

SUBTOTAL PAPER CHECK

\$822,815.57

ACH TRANSACTION

5514	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	9,480.48
5515		009126	AMAZON CAPITAL SERVICES INC	755.90
5515	*	009126	AMAZON CAPITAL SERVICES INC	55.18
5516	*	001357	ART/DESIGN GROUP LTD	175.00
5517	*	008009	TREVOR BAKER	55.62
5518		006683	BIRMINGHAM LAWN MAINTENANCE, INC	24,450.00
5519	*	007624	BIRMINGHAM COIL CHANGE CENTER, LLC	54.97

City of Birmingham
Warrant List Dated 06/29/2022

Meeting of 07/11/2022

Check Number	Early Release	Vendor #	Vendor	Amount
5520		002668	CONTRACTORS CLOTHING CO	859.30
5521		001367	CONTRACTORS CONNECTION INC	184.00
5522	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	137.73
5523	*	000847	DETROIT SALT COMPANY	20,226.86
5524		000213	FIRE DEFENSE EQUIP CO INC	236.80
5525	*	000243	GRAINGER	276.68
5526	*	000261	J.H. HART URBAN FORESTRY	11,303.25
5527		009298	JCR SUPPLY INC	491.06
5528	*	003458	JOE'S AUTO PARTS, INC.	701.24
5530	*	005550	LEE & ASSOCIATES CO., INC.	902.84
5531	*	008158	LOGICALIS INC	15,000.00
5532	*	009370	MICHAEL SIMON	81.00
5533	*	007856	NEXT	5,695.00
5534	*	006359	NYE UNIFORM COMPANY	1,300.00
5535	*	006853	PAUL C SCOTT PLUMBING INC	539.00
5536	*	001062	QUALITY COACH COLLISION	2,368.50
5537		000254	SOCRRA	69,994.00
5537	*	000254	SOCRRA	175.00
5538		005787	SOUTHEASTERN EQUIPMENT CO. INC	755.17
5539	*	001255	TEKNICOLORS INC	34.47
5540		000273	TERMINAL SUPPLY CO.	65.35
5541	*	000969	VIGILANTE SECURITY INC	2,346.38
SUBTOTAL ACH TRANSACTION				\$168,700.78
GRAND TOTAL				\$991,516.35

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 07/06/2022

Meeting of 07/11/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
286506	*	006965	7UP DETROIT	268.27
286507		008106	ACUSHNET COMPANY	1,561.60
286508		009507	AIR HANDLERS SERVICE CORP.	3,033.00
286509		BDREFUND	AL FATHI	500.00
286511		BDREFUND	ALLIED SCREEN & GRAPHICS	300.00
286512		000167	ANDERSON ECKSTEIN WESTRICK INC	7,849.20
286513	*	007510	GRANT ANKNEY	425.00
286514		BDREFUND	APS RESIDENTIAL SERVICES	100.00
286515	*	006759	AT&T	1,997.65
286517	*	009042	RANDY BEARDEN	425.00
286518		008036	BERMUDA SANDS	1,688.52
286519		002231	BILLINGS LAWN EQUIPMENT INC.	371.58
286520	*	009095	STEVEN BONORA	425.00
286521	*	006953	JACQUELYN BRITO	111.76
286522	*	009355	SHAUN BROWN	425.00
286524		003907	CADILLAC ASPHALT, LLC	1,798.53
286525		008385	CALLAWAY GOLF	599.57
286526		009078	CANON SOLUTIONS AMERICA INC	369.64
286527		BDREFUND	CAPALDI BUILDERS	200.00
286528	*	007732	CAPITAL TIRE, INC.	533.28
286529		BDREFUND	CASWELL MODERNIZATION CO INC	500.00
286530	*	000444	CDW GOVERNMENT INC	4,878.39
286531	*	008540	CERTIFIED LABORATORIES	474.13
286533		000605	CINTAS CORPORATION	204.76
286534	*	008955	COMCAST	362.74
286535	*	007774	COMCAST BUSINESS	2,496.42
286537		008512	COOL THREADS EMBROIDERY	250.96
286538	*	007638	MARSHALL CRAWFORD	1,130.00
286539	*	006969	DAVEY TREE EXPERT COMPANY	4,173.62
286540		000233	DEAN SELLERS	119.03
286541	*	006999	CHRISTOPHER DEMAN	425.00
286542		008641	DINGES FIRE COMPANY	152.99
286543		001555	DIXON ENGINEERING INC	6,000.00
286544		BDREFUND	DOUGLAS QUADA & KATHRINE A KEL	100.00
286545	*	000190	DOWNRIVER REFRIGERATION	2,500.00
286547	*	000179	DTE ENERGY	20.73
286548	*	000179	DTE ENERGY	170.70
286549	*	000179	DTE ENERGY	647.57
286550	*	000179	DTE ENERGY	137.32
286551	*	000179	DTE ENERGY	154.13
286552	*	000179	DTE ENERGY	1,564.00
286553	*	000179	DTE ENERGY	118.39

City of Birmingham
Warrant List Dated 07/06/2022

Meeting of 07/11/2022

Check Number	Early Release	Vendor #	Vendor	Amount
286554	*	000179	DTE ENERGY	72.31
286555	*	000179	DTE ENERGY	1,716.54
286556	*	000179	DTE ENERGY	848.78
286557	*	000179	DTE ENERGY	1,391.60
286558	*	000179	DTE ENERGY	1,149.42
286559	*	000179	DTE ENERGY	70.72
286560	*	000180	DTE ENERGY	38,672.65
286561	*	009340	DVM UTILITIES	71,657.18
286562	*	000274	E-Z-GO DIVISION OF TEXTRON INC	17,112.82
286563		000196	EJ USA, INC.	4,155.84
286564		001495	ETNA SUPPLY	4,709.80
286565		BDREFUND	EVER-DRY OF SOUTHEASTERN MI	200.00
286566		BDREFUND	FATHI, AL	2,000.00
286567		000936	FEDEX	46.07
286569		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	100.00
286570	*	009357	BRENDT FREDERICK	425.00
286571	*	008648	HUNTER GILICK	425.00
286572		MISC	GOLF EMS INC.	536.90
286573	*	004604	GORDON FOOD	1,927.74
286574	*	008105	JASON GRANROTH	425.00
286575		001047	GRAYWOLF PRINTING	233.38
286576		009275	GREAT LAKES COCA-COLA DISTRIBUTION	414.60
286577	*	008007	GREAT LAKES WATER AUTHORITY	5,660.46
286578		001531	GUNNERS METER & PARTS INC	540.00
286579	*	001956	HOME DEPOT CREDIT SERVICES	2,428.50
286580		001415	HORNUNG'S PRO GOLF SALES INC	156.74
286581	*	003824	THOMAS I. HUGHES	425.00
286582	*	009303	TREVOR HULBERT	425.00
286583		BDREFUND	HUNTER ROBERTS HOMES	1,950.00
286584		000948	HYDROCORP	1,381.00
286585	*	009249	JCC CREATIVE LLC	100.00
286586	*	007244	CHRISTOPHER JUDKINS	425.00
286587		BDREFUND	KEARNS BROTHERS INC	100.00
286588		004088	KGM DISTRIBUTORS INC	594.00
286589	*	000362	KROGER COMPANY	20.96
286590	*	008792	JOSEPH LAMBERT	1,997.31
286591		009375	LITHIA MOTORS, INC SUPPORT SERVICES	493.24
286592		008793	MERGE MOBILE, INC.	73.00
286593	*	009085	MGSE SECURITY LLC	3,070.00
286594	*	009483	MICHAEL BERNAL	2,319.00
286595		BDREFUND	MICHIGAN ASPHALT PAVING	100.00
286596		007479	MICHIGAN BREAD BAKERY	54.44
286597		001660	MICHIGAN CAT	22.52

City of Birmingham

Warrant List Dated 07/06/2022

Meeting of 07/11/2022

Check Number	Early Release	Vendor #	Vendor	Amount
286598	*	007306	MARK MISCHLE	425.00
286599		BDREFUND	MRM PRODUCTS INC	500.00
286601	*	004370	OCCUPATIONAL HEALTH CENTERS	248.00
286603		MISC	OHD	6,085.00
286604	*	009204	OWEN BACHUSZ	425.00
286605	*	003963	DAVID PAPANDREA	425.00
286606		BDREFUND	PELLA WINDOWS & DOORS, INC.	500.00
286607	*	008875	JESSICA RAK	425.00
286608		BDREFUND	REMSKI, JAMES T	100.00
286609		002566	REYNOLDS WATER	148.40
286610		BDREFUND	RICHARD KEITH WIAND	1,750.00
286611		BDREFUND	Rod King	300.00
286612		BDREFUND	ROTATE BOUTIQUE	100.00
286613		BDREFUND	SAS SERVICES INC	100.00
286614	*	007898	JEFFREY SCHEMANSKY	425.00
286615		006590	SECURE DOOR, LLC	159.00
286616		007527	SHEPPARD ENGINEERING P.C.	1,202.50
286617	*	007114	SHERWIN WILLIAMS COMPANY	165.51
286618	*	004202	SHRED-IT USA	1,992.86
286619	*	009305	JEREMY SHULTZ	425.00
286620		BDREFUND	SIGNAL RESTORATION SERVICES	500.00
286621	*	006591	MICHAEL SLACK	425.00
286622		BDREFUND	SOARING PINE CAPITAL REAL ESTATE	200.00
286623	*	007245	NICK SOPER	425.00
286624		007503	SYDNEY SOLUTIONS LLC	239.00
286625		000286	TARGET SPECIALTY PRODUCTS	9,245.50
286626		BDREFUND	THREE C'S LANDSCAPING	200.00
286627		BDREFUND	TITTLE BROTHERS CONSTRUCTION LLC	200.00
286628		005481	TRI-COUNTY INTL TRUCKS, INC.	2,725.80
286630		007226	VALLEY CITY LINEN, INC	128.40
286631	*	000293	VAN DYKE GAS CO.	112.36
286632	*	000158	VERIZON WIRELESS	316.57
286633	*	000158	VERIZON WIRELESS	76.02
286634	*	000158	VERIZON WIRELESS	742.54
286636	*	000158	VERIZON WIRELESS	139.46
286637	*	000158	VERIZON WIRELESS	147.39
286638		001490	WEST SHORE FIRE INC	3,644.21
286639		BDREFUND	WINDOW PRO HOLDINGS LLC	500.00
286640		BDREFUND	WINSTON AND SONS HOME IMPROVEMENT L	100.00
SUBTOTAL PAPER CHECK				\$256,159.52
<u>ACH TRANSACTION</u>				
5542	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	92,601.68
5544	*	007856	NEXT	3,500.00

City of Birmingham
Warrant List Dated 07/06/2022

Meeting of 07/11/2022

Check Number	Early Release	Vendor #	Vendor	Amount
5545	*	008226	KATHERINE ABELA	978.50
5546	*	008649	ROBERT ABRAHAM JR.	425.00
5547		007013	AHEAD USA LLC	333.68
5548	*	009323	ALEXANDRIA BINGHAM	3,919.21
5549		009126	AMAZON CAPITAL SERVICES INC	3,295.05
5549	*	009126	AMAZON CAPITAL SERVICES INC	355.96
5550	*	008655	ANGELO IAFRATE CONSTRUCTION	486,637.42
5551	*	008009	TREVOR BAKER	425.00
5552	*	000518	BELL EQUIPMENT COMPANY	780.00
5553	*	007345	BEVERLY HILLS ACE	90.80
5554	*	009304	DUSHAWN BRANDY	425.00
5555	*	008983	BRENNA SANDLES	347.75
5556		009431	CITY OF BIRMINGHAM #248	9,295.24
5557	*	008044	CLUB PROPHET	540.00
5558		002668	CONTRACTORS CLOTHING CO	340.02
5559	*	000565	DORNBOS SIGN & SAFETY INC	87.50
5560		006181	FIRST CHOICE COFFEE SERV	162.23
5561	*	007289	BRIAN FREELS	425.00
5562	*	000243	GRAINGER	216.15
5563		003870	GREAT LAKES TURF, LLC	3,353.39
5564	*	001672	HAYES PRECISION INC	53.00
5565	*	000261	J.H. HART URBAN FORESTRY	34,025.76
5566		000186	JACK DOHENY COMPANIES INC	130.00
5567		009298	JCR SUPPLY INC	524.20
5568	*	003458	JOE'S AUTO PARTS, INC.	200.99
5569	*	000155	JOHNSON CONTROLS SECURITY SOLUTIONS	2,205.90
5570	*	007511	ADAM KNOWLES	600.53
5571	*	005876	KROPF MECHANICAL SERVICE COMPANY	1,946.50
5572	*	009287	KYLE KRAFT	425.00
5573	*	009043	IAN MCLAUGHLIN	425.00
5574	*	009096	RYAN NEUVILLE	425.00
5575		001864	NOWAK & FRAUS ENGINEERS	47,624.50
5576	*	006359	NYE UNIFORM COMPANY	199.00
5577	*	005688	PEGASUS ENTERTAINMENT INC	3,820.00
5578		008866	PRECISION CONCRETE CUTTING INC	105,810.00
5579		006729	QUENCH USA INC	379.20
5580	*	000478	ROAD COMM FOR OAKLAND CO	1,799.79
5581	*	001181	ROSE PEST SOLUTIONS	218.00
5582	*	007897	JEFFREY SCAIFE	425.00
5583		009301	SECURE-CENTRIC INC	1,159.20
5584	*	003785	SIGNS-N-DESIGNS INC	50.00
5585	*	007899	NICHOLAS SLANDA	425.00
5586	*	003466	ALAN SOAVE	425.00

City of Birmingham
Warrant List Dated 07/06/2022

Meeting of 07/11/2022

Check Number	Early Release	Vendor #	Vendor	Amount
5587		005787	SOUTHEASTERN EQUIPMENT CO. INC	982.52
5588	*	009356	JUSTIN STRASSBURG	425.00
5589		009254	THOMAS M MARKUS	535.00
5590		008711	VOLVIK USA	653.90
5591	*	007900	RYAN WISEMAN	425.00
5592		009128	WITMER PUBLIC SAFETY GROUP INC	602.18
SUBTOTAL ACH TRANSACTION				\$815,454.75
GRAND TOTAL				\$1,071,614.27

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

City Clerk's Office

DATE: July 11, 2022

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: Veterans Day Wreath Ceremony

INTRODUCTION:

Piety Hill Daughters of the Revolution has submitted a special event application to hold the Veterans Day Wreath Laying Ceremony in Shain Park on November 11, 2022. Setup for the event is scheduled for November 11th from 10:00 a.m. to 11:00 a.m. The event begins at 11:00 a.m. and concludes at 12:00 p.m. Teardown is scheduled for 12:00 p.m. to 1:00 p.m.

BACKGROUND:

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

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

Santa House	November 26, 2022	Shain Park
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LEGAL REVIEW:

n/a

FISCAL IMPACT:

There are no costs associated with this event.

PUBLIC COMMUNICATIONS:

Piety Hill DAR notified residents and businesses about the details of this event by letter which was mailed at least two weeks prior to the Commission meeting. The addresses that were notified were within 300 feet of the event space.

SUMMARY:

The City Commission is being asked to approve a special event permit for the Veterans Day Wreath Laying to be held November 11, 2022, from 11:00 a.m. to 12:00 p.m, with setup on November 11 from 10:00 a.m. to 11:00 a.m. Teardown will begin November 11 from 12:00 p.m. to 1:00 p.m.

ATTACHMENTS:

1. Special event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated June 24, 2022. Notification addresses are on file in the Clerk's Office.
3. Hold-harmless agreement
4. Department approval page with comments and estimated costs

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to approve a special event permit as requested by Piety Hill DAR to hold the Veterans Day Wreath Laying on November 11, 2022, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

22-00011903

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

FEES: **FIRST TIME EVENT:** **\$200.00**
 ANNUAL APPLICATION FEE: **\$165.00**

(Please print clearly or type)

Date of Application JUNE 16, 2022

Name of Event VETERANS DAY WREATH LAYING

Detailed Description of Event (attach additional sheet if necessary) RAISE FLAG

PLEDGE OF ALLEGIANCE, NATIONAL ANTHEM,

RECOGNISE VETERANS, SPEAKER, LAY WREATHS

@ CIVILWAR & WWII MONUMENTS

Location SHAIN PARK

Date(s) of Event 11/11/22 Hours of Event 11⁰⁰ - 12⁰⁰

Date(s) of Set-up 11/11/22 Hours of Set-up 10⁰⁰ - 11⁰⁰

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

Date(s) of Tear-down 11/11/22 Hours of Tear-down 12⁰⁰ - 1⁰⁰

Organization Sponsoring Event PIETY HILL DAR

Organization Address 1235 YORKSHIRE RD

Organization Phone 248 840 0762

Contact Person HOLLY HEISS

Contact Phone 248 840 0762

Contact Email holly.heiss@gmail.com

APPLICATION FOR SPECIAL EVENT PERMIT PARKS AND PUBLIC SPACES

- I. EVENT DETAILS
- II. EVENT INFORMATION
- III. EVENT LAYOUT
- IV. SAMPLE LETTER TO NOTIFY AFFECTED PROPERTY OWNERS/BUSINESSES WITHIN 300 FEET OF EVENT LOCATION
- V. INSURANCE INFORMATION
 - INSURANCE REQUIREMENTS
 - HOLD HARMLESS AGREEMENT
- VI. POLICIES AND PROCEDURES
- VII. CHECKLIST
- VIII. SAMPLE MAPS
- IX. DEPARTMENTAL APPROVAL PAGE

TIME LINE AS REQUIRED BY COMMISSION ADOPTED POLICY

TIME	REQUIREMENT
At least 90 days prior to event	• Events utilizing City sidewalks and/or streets must meet with the Police Department Special Events officer prior to submitting this application. • Application and attachments must be submitted • COVID-19 Health and Safety Plans
At least two (2) weeks prior to Commission hearing	• Letters mailed to affected property owners/businesses within 300 feet of event area • Copy of letter and distribution list provided to Clerk
Three (3) weeks prior to the event	• Final additions/changes must be submitted for approval.
Two (2) weeks prior to event	• All building, electrical, sign, and hydrant permits must be obtained • All permit fees must be paid and insurance certificates must be submitted and approved • All peddler/vendors applications must be submitted for approval

Special Event Application Revised – 02/09/22

II. EVENT INFORMATION

1. Organization Type NON-PROFIT
(city, non-profit, community group, etc.)
2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.)
CITY OF BIRMINGHAM
3. ***The city encourages collaboration amongst non-profit organizations to bring the greatest benefit to the community. Please explain your efforts to do so**
RECOGNISE VETERANS, HONOR VETERANS
4. Is the event a fundraiser? YES ☐ NO ☒
List beneficiary _____
List expected income _____ Attach information about the beneficiary.
5. First time event in Birmingham? YES ☐ NO ☒
If no, describe ANNUAL EVENT, JOINT WITH CITY
6. Total number of people expected to attend per day 40 IF SNOW, MORE IF SUNNY
7. The event will be held on the following City property: (Please list)
☐ Street(s) _____
☐ Sidewalk(s) _____
☒ Park(s) SHAIN PARK AROUND FOUNTAIN

8. Will street closures be required? YES ☐ NO ☒
(Police Department acknowledgement prior to submission of application is required) (initial here) [Signature]

What parking arrangements will be necessary to accommodate attendance?

Describe NO SPECIAL PARKING

9. Will staff be provided to assist with safety, security and maintenance? YES ☐ NO ☒
If yes, please provide number of staff to be provided and any specialized training received.

Describe _____

10. Will the event require safety personnel (police, fire, paramedics)? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required.) (initial here) [Signature]

Describe ESCORT WREATH LAYING

11. Will alcoholic beverages be served? YES ☐ NO ☒
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES ☒ NO ☐

☒ Live _____ Amplification _____ Loudspeakers _____

Recorded Time music will begin _____

Time music will end 11⁰⁰-12⁰⁰

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

SINGER AT MICROPHONE/PODIUM
BAGPIPERS AT MONUMENTS
BUGLER NEAR FLAG

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

Number of signs/banners BANNER ON PODIUM

Size of signs/banners _____

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

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

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

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

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

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables	NO	6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	NO	\$10.00 each includes 1 bag For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	NO	\$350.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant	NO	\$224.75/per hydrant Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)	NO	
Portable Toilets	NO	
Rides	NO	
Displays		
Vendors	NO	
Temporary Structure (must attach a photo)	NO	
Other (describe) CHAIRS PROVIDED BY DPS PODIUM/MICROPHONE SPEAKERS - AUDIO	40	

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME VETERANS DAY WREATH LAYING
EVENT DATE 11/11/22

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

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



Signature

Date

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

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

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

SAMPLE NOTIFICATION LETTER

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: _____

TO: _____
Residential Property or Business Owner

Address

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

EVENT INFORMATION

NAME OF EVENT: _____

LOCATION: _____

DATE(S) OF EVENT _____ HOURS OF EVENT _____

BRIEF DESCRIPTION OF EVENT/ACTIVITY: _____

DATE(S) OF SET-UP _____ HOURS OF SET-UP _____

DATE(S) OF TEAR-DOWN _____ HOURS OF TEAR-DOWN _____

DATE OF CITY COMMISSION MEETING: _____

The city commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 pm. You may also attend virtually through ZOOM:

<https://zoom.us.com/j/655079760> Meeting ID: 655 079 760. **A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880).** Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: _____

ADDRESS: _____

PHONE: _____

FOR QUESTIONS ON DAY OF EVENT, CONTACT: _____

A map showing street closures must be attached.

The following language must be submitted on the applicant's letterhead and signed by an authorized representative of the organization.

HOLD-HARMLESS AGREEMENT

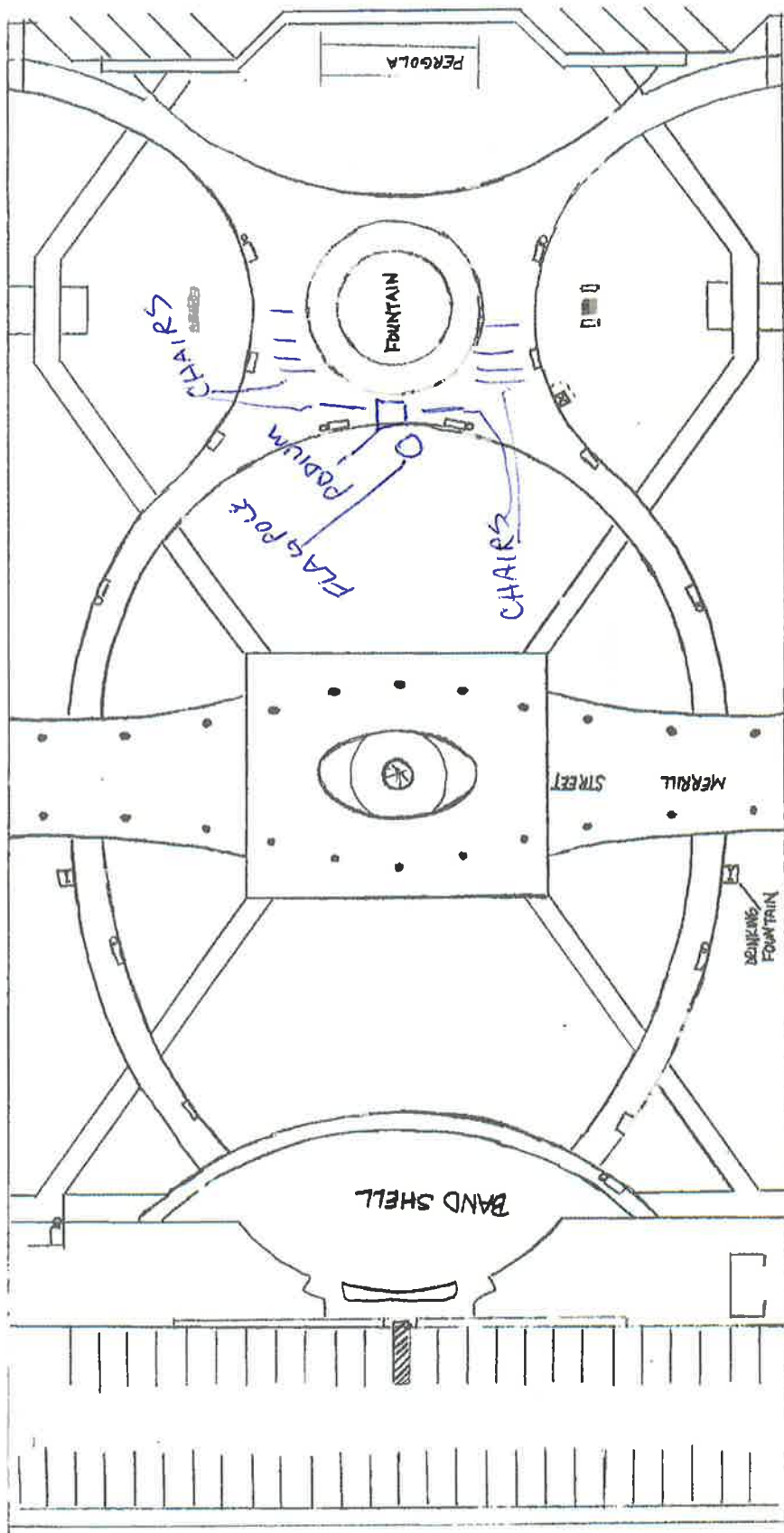
"To the fullest extent permitted by law, the **(applicant/organization name)** and any entity or person for whom the **(applicant/organization name)** is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected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


Applicant's signature


Date

VI. POLICIES AND PROCEDURES

1. The City Commission will have sole and complete discretion in deciding whether to issue a permit for special events in parks and other open spaces.
2. The City of Birmingham will determine a capacity of Shain Park for public events based upon the wear and tear, recovery of grass and plants, impact on local businesses, institutions (Library, Community House) and residents.
3. The order of event priority for the allocation of the right to utilize parks and open spaces for special events shall be guided by the following:
 - a. civic events
 - b. cultural, education or social events,
 - c. entertainment and amusement events,
 - d. promotional events that benefit the City's image
 - e. income-generating events, both for and non-profit
4. Prioritization among sponsors shall be guided by the following:
 - a. Programs, festivals and events sponsored by the City or the PSD
 - b. Community groups (defined as a non-profit organization whose members consist of at least 75% City residents, or 50% City residents, and 75% Birmingham Public School District residents.)
 - c. Non-profit organizations and public agencies
 - d. Commercial organizations holding non-promotional events that do not charge a fee or generate revenue
 - e. Commercial organizations within Birmingham
 - f. Commercial organizations outside Birmingham
5. **Applications and fee must be submitted at least ninety (90) days prior to the date of the proposed event.** The non-refundable application fee is due when the application is submitted. The applicant is required to meet with the Police Department's Special Event officer in advance of application submission to discuss the proposed event regarding run/walk route, proposed road closures (if any), use of intersections/sidewalks/streets, number of Police and/or volunteers needed, and potential costs if City safety personnel are needed.



- PODIUM IN FRONT OF FLAG POLE
- 4 CHAIRS EACH SIDE OF PODIUM
- 40 CHAIRS NEXT TO GOUNTAIN
- FLAGS
- MICROPHONE / SPEAKERS
- POLICE - ESCORT WREATH LAYING

Birmingham Map

- Legend
- City Boundary
- Lakes and Rivers
- Streams
- Parcels

N ↑

No STREET CLOSURES
No SIDEWALK CLOSURES



DISCLAIMER:

The information provided on this site is for convenience only and is compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. Much of the data was not compiled or created by the City of Birmingham. In the preparation of this report, extensive efforts have been made to offer the most current, correct, and clearly expressed information possible. However, inadvertent errors, inaccuracies, and omissions can occur. Official versions should be used as a primary information source for verification of the information provided on these pages. Users are advised that their use of any of this information is at their own risk. The City of Birmingham, its consultants and data providers, do not assume, and hereby disclaim, legal responsibility for the information contained herein which is provided "as is" with no warranties of any kind whether such errors, inaccuracies or omissions result from negligence, accident or any other cause.



*Piety Hill Chapter National Society Daughters of
the American Revolution*

PO Box 285 Birmingham, MI 48012-0285

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: **xxxxxxxxxxxxx 2022**

TO: Residential Property or Business Owner

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

EVENT INFORMATION

NAME OF EVENT: Veterans Day Wreath Laying

LOCATION: Shain Park South of Fountain Inclement Weather site at Bandshell south end of park

DATE(S) OF EVENT November 11, 2022 HOURS OF EVENT 10:30 am – 12:00 Noon

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Veterans Day Ceremony with wreath laying at WWII and Civil War Monuments, Flag raising, bagpipes and bugle. Video by local Bloomfield Cable.

DATE(S) OF SET-UP Nov 11, 2022 HOURS OF SET-UP 10:00 – 10:30 am

DATE(S) OF TEAR-DOWN Nov 11, 2022 HOURS OF TEAR-DOWN 12:00 – 1:00 pm

DATE OF CITY COMMISSION MEETING: **xxxxxxx 2022**

The city commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 pm. You may also attend virtually through ZOOM: <https://zoom.us.com/j/655079760> Meeting ID: 655 079 760. **A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880).** Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Piety Hill Chapter NSDAR, Birmingham, MI

ADDRESS: P.O.Box 285, Birmingham, MI 48012-0285

PHONE: 248-505-5306

FOR QUESTIONS ON DAY OF EVENT, CONTACT: Debbie Harrington 248-505-5306

A map showing street closures must be attached. NO STREETS WILL BE CLOSED

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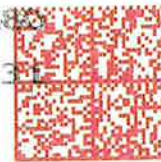
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Funds Report	Available:	\$1,360.28	PBP Account Number:	35884980
	Used:	\$343,235.72	Indicia Number:	0001382903
	Total Pieces:	650872	Meter Number:	1382903
	Control Sum:	\$344,596.00	Meter Name:	
	Resettable Piece Count:	42	Printed:	JUN 24 2022 10:03 AM
	Piece Count Value:	\$16.80		

City of Birmingham
City Clerk's Office
151 Martin
Birmingham, MI 48009



US POSTAGE
ZIP 48009 \$ 000.40⁰
02 1W
0001382903 JUN 24 2022

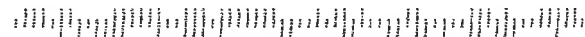
Clerk's Office
City of Birmingham, MI

JUN 27 2022

RECEIVED

CITY OF BIRMINGHAM
City Clerk's Office
151 Martin
Birmingham MI 48009

48009-388851



SPECIAL EVENT NOTIFICATION

TO ALL PROPERTY/BUSINESS OWNERS & OCCUPANTS

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

NAME OF EVENT: Veterans Day Wreath Laying presented by the Piety Hill Daughters of the Revolution
LOCATION: Shain Park
DATES/TIMES: Friday, November 11, 2022, 11 AM to 12 PM (set up and take down same day)



BRIEF DESCRIPTION OF EVENT: Veterans Day Ceremony with wreath laying at WWII and Civil War Monuments, Flag raising, bagpipes and bugle. Video by local Bloomfield Cable. ** NO STREETS WILL BE CLOSED**

DATE/TIME OF CITY COMMISSION MEETING: Monday, July 11, 2022 7:30 pm

The City Commission meets in room 205 of the Municipal Building at 151 Martin. You may also attend virtually through ZOOM: <https://zoom.us.com/j/655079760> Meeting ID: 655 079 760. A complete copy of the application to hold this special event is available for your review at the city clerk's office (248.530.1880)

EVENT ORGANIZER: Piety Hill Daughters of the Revolution, Debbie Harrington 248.505.5306



Piety Hill Chapter
P.O. Box 285
Birmingham, Michigan 48012-0285

Holly Heiss, Regent
Holly.heiss@gmail.com
248-840-0762

RE: Veterans Day 2022 Wreath Laying
Ceremony

HOLD-HARMLESS AGREEMENT

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

Holly Heiss
6/16/2022

1413

DEPARTMENT APPROVALS

EVENT NAME: Veterans Day Wreath Ceremony

LICENSE NUMBER # 22-00011903

COMMISSION HEARING DATE: July 11 or July 25

NOTE TO STAFF: Please submit approval by

DATE OF EVENT: Friday, November 11, 2022

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855					
BUILDING 101-000.000.634.0005 248.530.1850	MJM	No building department involvement.		\$0	
FIRE 101-000.000-634.0004 248.530.1900	JDP	Please follow all MDHHS COVID 19 guidelines. Do not block streets		\$0	
POLICE 101-000.000.634.0003 248.530.1870	RK	On-duty officers will assist with wreath laying.		\$0	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	City Event. Audio Equipment, Podium, 40 Chairs. All flags placed around site. Large flag pole available to post colors with flags. and flags will be provided.		\$0	
ENGINEERING 101-000.000.634.0002 248.530.1839	sdz	Event doesn't require any obstructions	None	\$0	\$0
SP+ PARKING					

INSURANCE 248.530.1807			None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters to be mailed by applicant no later than _____. Notification addresses on file in the Clerk's Office.		No Charge	
				TOTAL DEPOSIT REQUIRED 0	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____0_____

Actual Cost _____

Due/Refund_____



MEMORANDUM

ENGINEERING DEPARTMENT

DATE: July 11, 2022

TO: Thomas M. Markus, City Manager

FROM: James J. Surhigh, Consulting City Engineer

SUBJECT: Westwood, Raynale & Oak Street Project
Set Public Hearing Dates for Cape-Seal Treatment S.A.D.

INTRODUCTION:

The Engineering Department is starting design for a sewer and water main improvement project on Westwood, between Raynale & Oak, Raynale, between N. Glenhurst and the west City limits, and Oak, between N. Glenhurst & the west City Limits, all of which are considered to be unimproved streets. Upon completion of the sewer and water main work, the existing unimproved road surface will be restored with a new cape-seal treatment.

BACKGROUND:

The streets in the project area are part of the "Harrowgate" subdivision, platted in 1929, where the streets were originally constructed as gravel streets with concrete curbs. Since the 1940's, cape-seal treatments have been applied to these streets to improve their stability and eliminate dust associated with the original gravel roads. Cape-seal treatments were last applied to these streets in 2010, and the expected life of this treatment is 7-10 years. This proposed project is planned to be constructed starting in the spring of 2023.

The project was presented in more detail to the City Commission at the regular meeting on June 27, 2022. At that meeting, the City Commission adopted a resolution for the Engineering Department to proceed with final design of the Westwood, Raynale & Oak Street Project to include the planned improvements to the sewer and water systems, and the replacement of pavement surfaces disturbed by the utility construction with a full cape-seal treatment to be completed upon the conclusion of the other construction. The City policy has been to defray the costs of cape-seal treatments on unimproved streets by creating a special assessment district consisting of the properties that are benefitting from this treatment.

LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures.

FISCAL IMPACT:

Revenue generated from the Cape-Seal Treatment SAD for the Westwood, Raynale, and Oak Street project will defray the costs incurred by the City for construction of these improvements.

PUBLIC COMMUNICATIONS:

Notice for the Hearing of Necessity and the Confirmation of Roll is to be distributed by the Clerk's Office. The Engineering Department plans to send all property owners a letter explaining the associated work and an explanation of assessment costs based on the engineer's estimate. For additional communications made related to this project, please refer to the project report presented at the City Commission meeting of June 27, 2022.

SUMMARY:

The Engineering Department recommends that a Public Hearing of Necessity to form a Special Assessment District for the cape-seal treatment on road surfaces as part of the Westwood, Raynale, and Oak Street project be scheduled at the regularly scheduled City Commission meeting on August 15, 2022, followed by a Public Hearing for Confirmation of the Roll on August 29, 2022.

ATTACHMENTS:

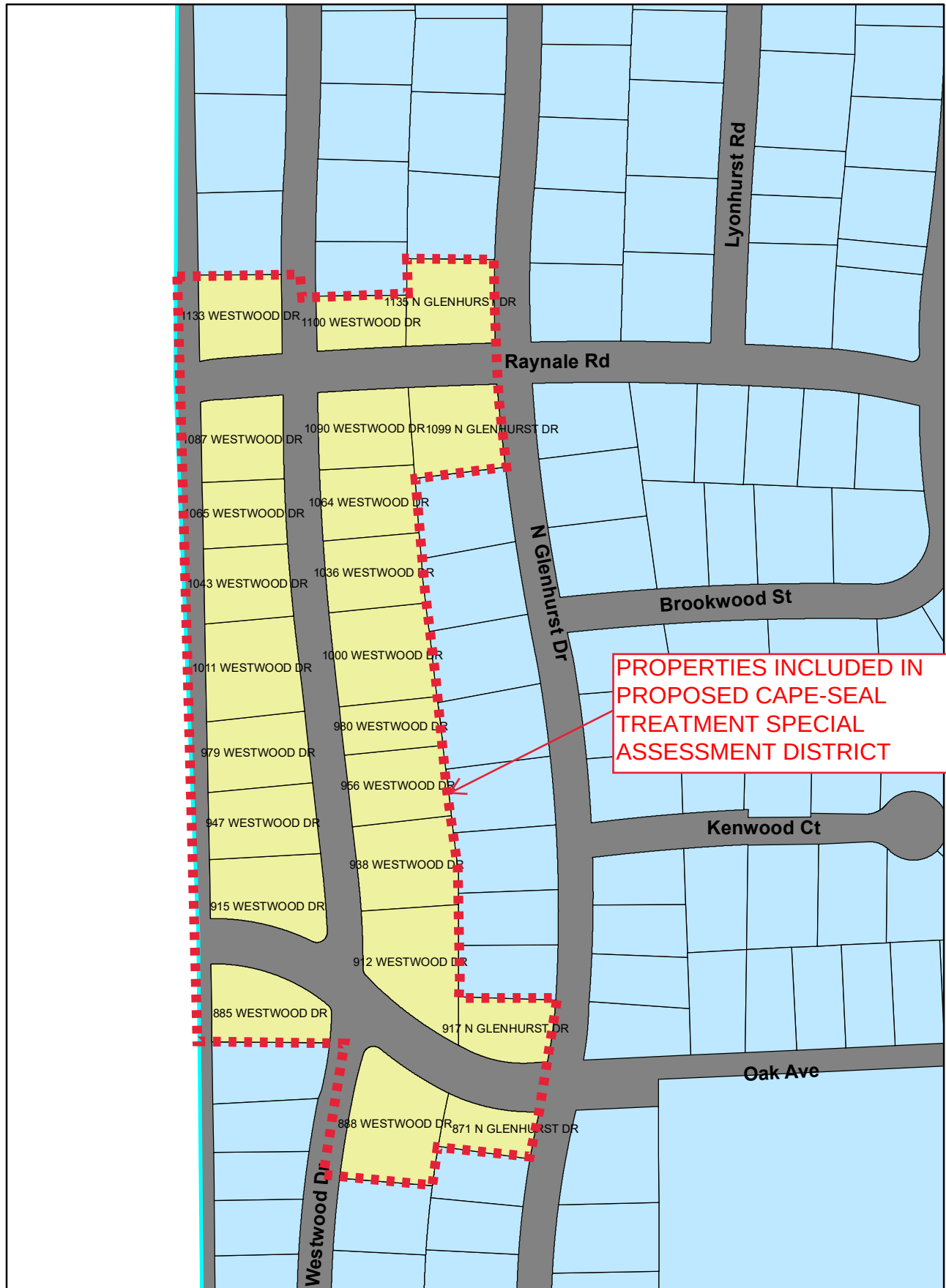
- Map of Proposed Special Assessment District

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set the Public Hearing of Necessity for the road surface cape-seal treatment for all properties within project area on Westwood, between Raynale & Oak, Raynale, between N. Glenhurst and the west City limits, and Oak, between N. Glenhurst & the west City Limits, on Monday, August 15, 2022 at 7:30 P.M.; and

If necessity is determined on August 15, 2022, to meet on Monday, August 29, 2022 at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the for the road surface cape-seal treatment for all properties within project area on Westwood, between Raynale & Oak, Raynale, between N. Glenhurst and the west City limits, and Oak, between N. Glenhurst & the west City Limits.

WESTWOOD, RAYNALE & OAK ST PROJECT AREA



PROPERTIES INCLUDED IN
PROPOSED CAPE-SEAL
TREATMENT SPECIAL
ASSESSMENT DISTRICT

Legend

 Affected Addresses in Work Area



MEMORANDUM

ENGINEERING DEPARTMENT

DATE: July 11, 2022

TO: Thomas M. Markus, City Manager

FROM: James J. Surhigh, Consulting City Engineer

SUBJECT: Westwood, Raynale & Oak Street Project
Set Public Hearing Dates for Water & Sewer Lateral Replacement S.A.D.

INTRODUCTION:

The Engineering Department is starting design for a sewer and water main improvement project on Westwood, between Raynale & Oak, Raynale, between N. Glenhurst and the west City limits, and Oak, between N. Glenhurst & the west City Limits. The City intends to replace private sewer and water laterals meeting certain "useful life" criteria in the Right-Of-Way (ROW) in an effort to protect the public investments being made with this project.

BACKGROUND:

In accordance with current City policy established to protect the public investment being made with capital improvement projects in public roadways, as part of the project, we intend to replace all sewer laterals that are 50 years of age or older, as well as all water services less than 1 inch diameter. All unsuitable sewer services will be replaced with 6" schedule 40 PVC, and water services less than 1 inch in diameter will be replaced with a new 1 inch diameter service, for service lengths located within the public road right-of-way.

In accordance with rules from the Michigan Dept. of Environmental, Great Lakes, and Energy (EGLE) requiring the complete removal of lead water services from the water main to the water meter on private property, any such water service will also be replaced as part of the project. Per EGLE, the City is not allowed to charge a property owner for costs associated with replacement of an existing lead water service.

The parcels within the project zone that may be potentially subject to the Sewer & Water Lateral Special Assessment are highlighted on the attached map. The Engineering Department will provide additional details confirming a final list of properties that the department plans to include in the assessment, along with estimated construction costs to be assessed at the Hearing of Necessity.

LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures.

FISCAL IMPACT:

Revenue generated from the Water and Sewer Lateral SAD for the Westwood, Raynale, and Oak Street project will defray the costs incurred by the City for construction of these improvements.

PUBLIC COMMUNICATIONS:

Notice for the Hearing of Necessity and the Confirmation of Roll is to be distributed by the Clerk's Office. The Engineering Department plans to send all property owners a letter explaining the associated work and an explanation of assessment costs based on the engineer's estimate. For additional communications made related to this project, please refer to the project report presented at the City Commission meeting of June 27, 2022.

SUMMARY:

The Engineering Department recommends that a Public Hearing of Necessity to form a Special Assessment District for the replacement of Water and Sewer Laterals as part of the Westwood, Raynale, and Oak Street project be scheduled at the regularly scheduled City Commission meeting on August 15, 2022, followed by a Public Hearing for Confirmation of the Roll on August 29, 2022.

ATTACHMENTS:

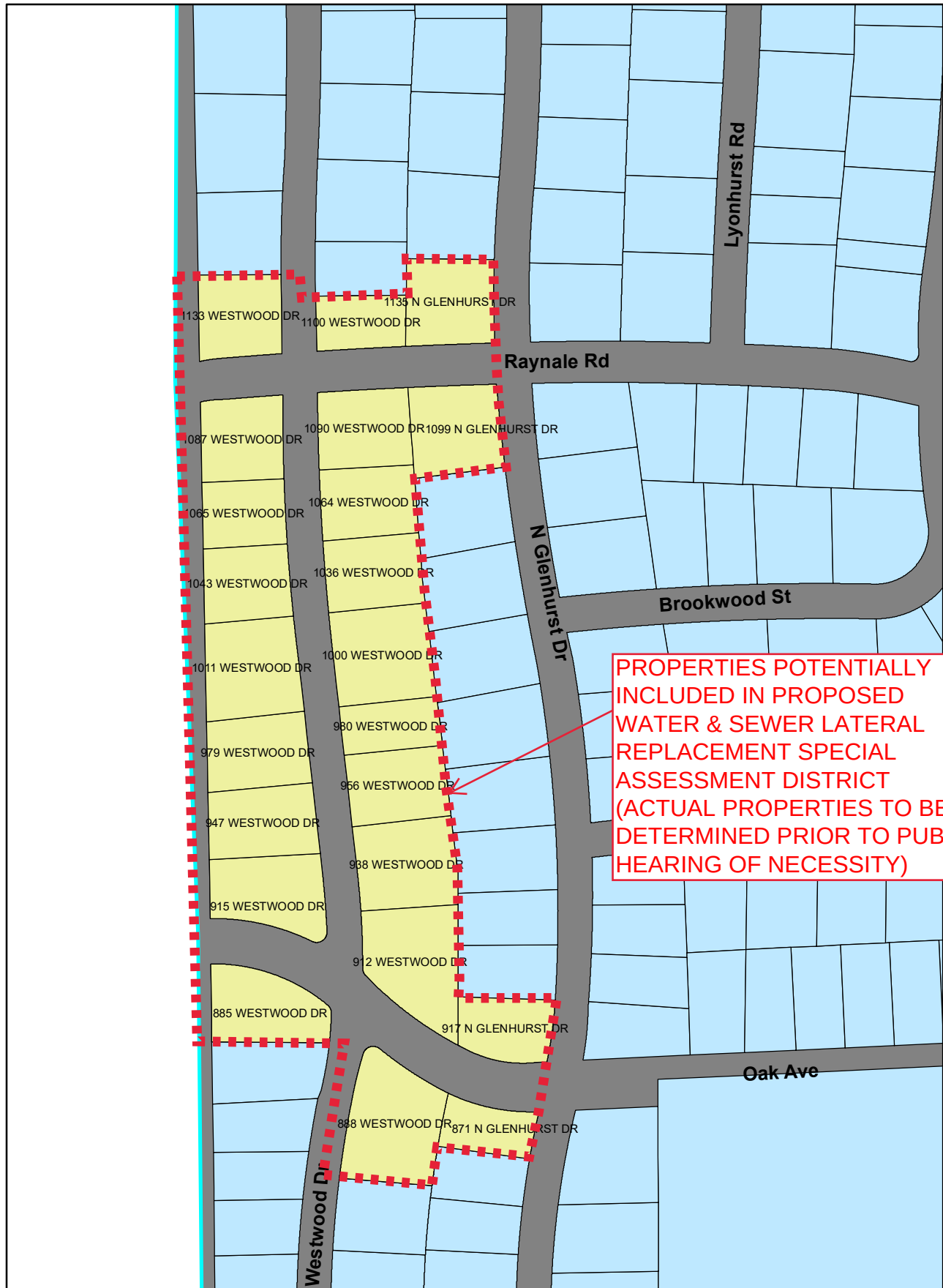
- Map of Proposed Special Assessment District for Water and Sewer Lateral Replacements

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set the Public Hearing of Necessity for the replacement and improvement of Water and Sewer Laterals meeting the requirements for assessment, for all properties within project area on Westwood, between Raynale & Oak, Raynale, between N. Glenhurst and the west City limits, and Oak, between N. Glenhurst & the west City Limits, on Monday, August 15, 2022 at 7:30 P.M.; and

If necessity is determined on August 15, 2022, to meet on Monday, August 29, 2022 at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvement of Water and Sewer Laterals meeting the requirements for assessment, for all properties within project area on Westwood, between Raynale & Oak, Raynale, between N. Glenhurst and the west City limits, and Oak, between N. Glenhurst & the west City Limits.

WESTWOOD, RAYNALE & OAK ST PROJECT AREA



Legend

 Affected Addresses in Work Area



MEMORANDUM

Planning Division

DATE: July 11, 2022

TO: Thomas Markus, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Set a Public Hearing for a Lot Combination of 770 S. Adams and 1000 Haynes Ave, Parcel ID # 19-36-283-016, Lot T2N, R10E, SEC 36 O E SHATTUCK SUB LOTS 15, 16 & 17 & Parcel ID # 19-36-283-024, Lot T2N, R10E, SEC 36 RURAL SUB LOTS 5 TO 11 INCL, ALSO LOTS 11 & 14 OF 'O E SHATTUCK SUB'

INTRODUCTION:

The owner of 770 S. Adams and 1000 Haynes Ave has applied to combine the two parcels into one in order to construct a new mixed-use building. The applicant received Final Site Plan approval from the Planning Board for the proposed 4-6 story building on [May 11, 2022](#) with one of the conditions of approval being that the applicant receive lot combination approval from the City Commission.

BACKGROUND:

The subject properties are located between S. Adams Road, S. Worth Street, and Haynes Street. 1000 Haynes Ave currently consists of a vacant commercial building, formerly Charter One Bank while 770 S. Adams consists of a vacant 2-story office building. The applicant is proposing to demolish the existing buildings, combine the two parcels, and construct a 4-6 story mixed used building with retail and residential uses.

The Combination of Land Parcels Ordinance (Chapter 102, Section 102-83) requires that the following standards be met for approval of a lot combination.

- (1) *The Combination will result in lots or parcels of land consistent with the character of the area where the property is located, Chapter 126 of this Code for the zone district in which the property is located, and all applicable master land use plans.*

In regards to character of the area, the subject site is surrounded by a mix of uses and building heights. The property is surrounded by office buildings to the north and south, a strip mall to the east, and a Walgreens to the west. The building stock in the southern

portion of the Triangle District consists of older office buildings and single story retail buildings. The majority of development in the Triangle District has occurred in the northern portion near Maple and Forest. The proposed development for 770 S. Adams will be the first large scale mixed-use residential development in the southern portion of the Triangle District.

In regards to zoning, the proposed building was approved by the Planning Board on May 11, 2022 with no outstanding issues related to the bulk, height, placement of the building for the Triangle District MU-3 and MU-5 zones. The applicant was required to verify certain design elements are met including proper screening, lighting, and glazing. Such elements will be verified administratively before the applicant may obtain their building permit.

In regards to applicable Master Plans, the Triangle District Plan recommends mixed-use, multi-story buildings. The proposed building has a mix of retail and residential uses that fits in with the surrounding buildings and will contribute towards activating the Triangle District area. **The applicant's lot combination appears to align with the recommendations of the Triangle District Plan.**

Accordingly, the lot combination proposal meets the requirements of #1.

- (2) *All residential lots formed as a result of a combination shall be a maximum width of no more than twice the average lot width of all lots in the same zone district within 300 feet on the same street.*

The proposed combination is commercial, not residential, therefore this requirement is not applicable.

- (3) *All residential lots formed as a result of a combination shall be a maximum area of no more than twice the average lot area of all lots in the same zone district within 300 feet on the same street.*

The proposed combination is commercial, not residential, therefore this requirement is not applicable.

- (4) *The combination will result in building envelopes on the combined parcels that will allow for the placement of buildings and structures in a manner consistent with the existing rhythm and pattern of development within 500 feet in all directions in the same zone district.*

Given the existing conditions and variety of buildings and parcel sizes surrounding the subject properties, the proposed lot combination and building envelope appear to meet this requirement.

- (5) *Any due or unpaid taxes or special assessments upon the property have been paid in full.*

There are no outstanding taxes due on this property. **The proposal meets this requirement.**

- (6) *The combination will not adversely affect the interest of the public or the abutting property*

owners. In making this determination, the City Commission shall consider, but not be limited to the following:

- a.) The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use or appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.*

On March 31, 2022, the Planning Board accepted the Community Impact Study for the proposed 4-6 story building at 770 S. Adams, which included an in-depth transportation impact study. **Based on the Community Impact Study and the attached survey, the proposed lot combination and proposed vehicular ingress and egress appear to meet this requirement.**

- b.) The effect of the proposed combination upon any floodplain areas, wetlands and other natural features and the ability of the applicant to develop a buildable site on the resulting parcel without unreasonable disturbances of such natural features.*

The property is not located in a floodplain or wetlands, nor adjacent to a floodplain or wetlands.

- c.) The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.*

The applicant has proposed a 4-6 story building in a commercial zone surrounded by large surface parking lots. **The proposed lot combination does not appear to impact the supply of light and air to adjacent properties or the ability of the City to provide essential services.**

LEGAL REVIEW:

The City Attorney has reviewed the application and supporting documentation and has no objections as to form or content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for lot combinations, a legal ad will be placed in a newspaper of local circulation to advertise the nature of the request in advance of the August 15, 2022 public hearing at the City Commission, and notices will be sent out to all property owners and tenants within 300 ft. of the property.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of August 15, 2022 to consider the lot combination of 770 S. Adams and 1000 Haynes Ave, Parcel ID # 19-36-283-016 & Parcel ID # 19-36-283-024.

ATTACHMENTS:

- Letter to the City

- Registered Land Surveys
- Application

SUGGESTED ACTION:

Make a motion adopting a resolution to set a public hearing date of August 15, 2022 to consider the proposed lot combination of 770 S. Adams and 1000 Haynes Ave, Parcel ID # 19-36-283-016 & Parcel ID # 19-36-283-024.



Williams Williams Rattner & Plunkett, P.C.
Attorneys and Counselors

380 North Old Woodward Avenue
Suite 300

Birmingham, Michigan 48009

Tel: (248) 642-0333

Fax: (248) 642-0856

June 20, 2022

Richard D. Rattner

rdr@wwrplaw.com

By Email & Hand Delivery

City Commission
City of Birmingham
151 S. Martin Street
Birmingham, MI 48009
Attn: Nicholas Dupuis

Re: Application for Combination of Tax Parcel Nos. 08-19-36-283-024 and 08-19-36-283-016, commonly known as 1000 Haynes Street and 770 S. Adams Street, Birmingham, MI ("Application")

Dear Mr. Dupuis and Members of the City Commission:

The undersigned submits this letter on behalf of FHS Birmingham L.L.C ("Applicant") in support of the captioned Application for the designation of a single Tax Parcel Identification No. in connection with Applicant's development of a mixed-use multi-family residential (with ground-level retail) project (the "Project") on property commonly known as 1000 Haynes Street and 770 S. Adams Street Adams Street, located within the Triangle District, Birmingham (the "Property") in accordance with the final site plan approved by the Birmingham Planning Board on May 11, 2022 ("Approved Site Plan").

This exciting new Project represents a giant step forward toward fulfilling the goals of the Triangle District Master Plan.

The standards for review and approval of the Application are recited in Birmingham Ordinance Sec. 102-83, and individually addressed below:

(1) Consistent with the character of the area (Ordinance Sec. 102-83(1)).

As previously determined by the Planning Board, the character of the Property and development of the Project in accordance with the Approved Site Plan is consistent with the character of the area, the MU-3 and MU-5 zoning districts, the purposes of the Triangle Overlay and the objectives of the Triangle District Urban Design Plan (2007).

(2) Maximum width of resulting residential lots (Ordinance Sec. 102-83(2)).

This standard of approval is not applicable to the Property as a multi-family, mixed use building.

(3) Maximum area of resulting residential lots (Ordinance Sec. 102-83(3)).

This standard of approval is not applicable to the Property as a multi-family, mixed use building.

(4) Building envelope – placement of buildings and structures in a manner consistent with existing rhythm and pattern within 500 feet (Ordinance Sec. 102-83(4)).

As previously determined by the Planning Board, development of the Project by Applicant in accordance with the Approved Site Plan is consistent with the rhythm and pattern of development within 500 feet of the Property. The current and future rhythm and pattern of development in this 500-foot parameter is, and is planned to be, mixed use residential and appropriate retail in a pedestrian-friendly and walkable community.

(5) No due or unpaid taxes or special assessments (Ordinance Sec. 102-83(5)).

There are no unpaid taxes or special assessments related to the Property.

(6) No adverse effect on public or abutting property owners (Ordinance Sec. 102-83(6)).

As previously determined by the Planning Board, development of the Project by Applicant in accordance with the Approved Site Plan will be an asset to the public, including abutting property owner. It will inject new life and invite more pedestrians to the area. The Project will further benefit the public by providing new multi-family units and retail space in the Triangle District and create the streetscape that is one of the core improvements envisioned by the Triangle District Urban Design Plan and the Triangle Overlay District.

Conclusion

As previously determined by the Planning Board, the Project opens the door to a more vibrant, pedestrian-active, and healthy Triangle District and the future design of this area. The Application for combination and designation of a single Tax Parcel Identification No. for the Property satisfies the spirit and intent of Ordinance Section 102-83(1)-(6). Accordingly, we respectfully request that the Application be approved by the City Commission.

Should you have any further questions or comments, please do not hesitate to contact the undersigned. Thank you.

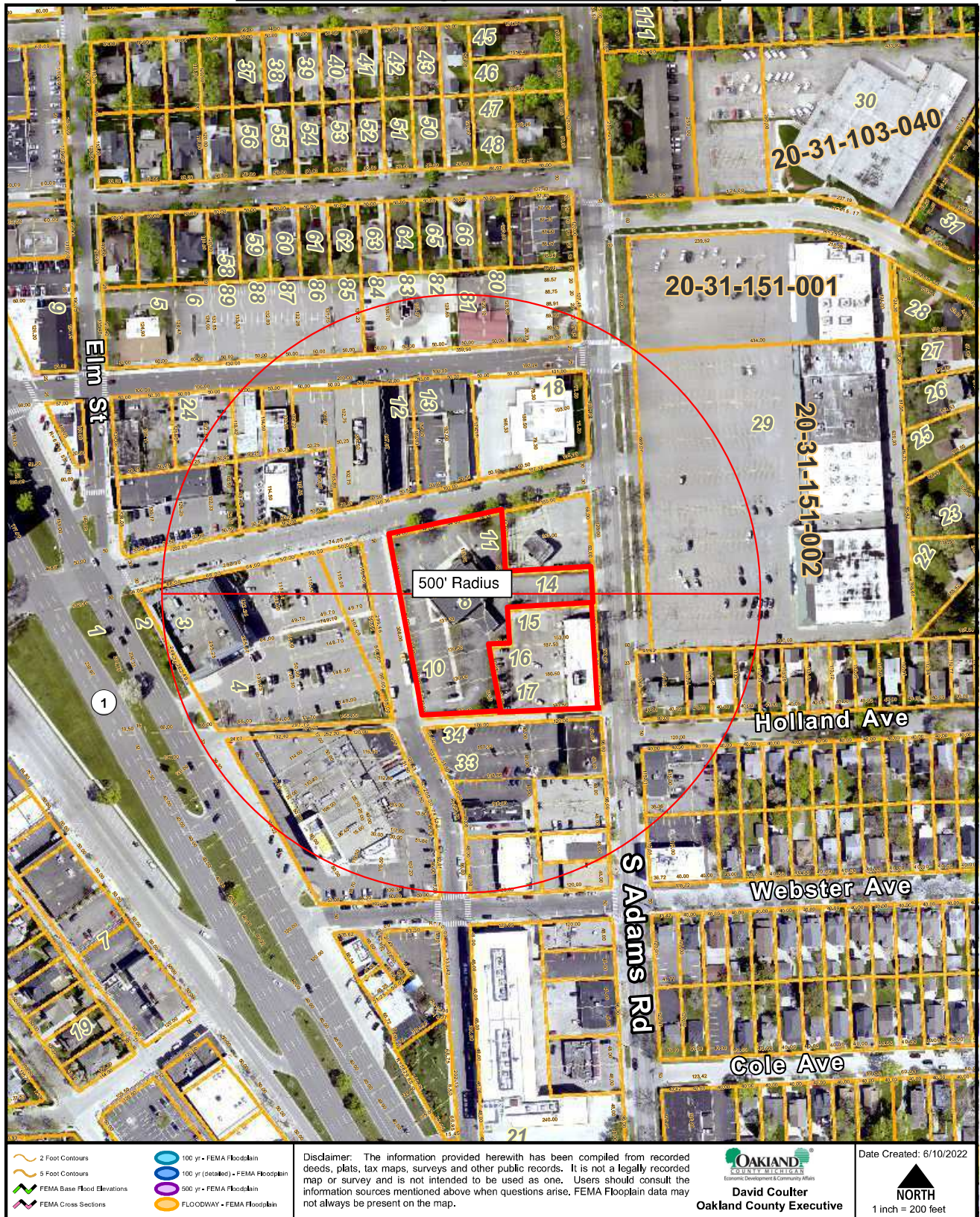
Very truly yours,

WILLIAMS WILLIAMS RATTNER & PLUNKETT, PC



Richard D. Rattner

FHS Birmingham - Combined Lots



Oakland County One Stop Shop 2100 Pontiac Lake Road Bldg. 41 West Waterford, MI 48328 Phone: 248-858-0721 Web: www.advantageoakland.com

FLOODPLAIN:
BY GRAPHIC PLOTTING, THE SUBJECT PARCEL IS IN "AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN." (ZONE X) PER FEMA FLOOD INSURANCE RATE MAP PANEL NUMBER 26125C-0537F, EFFECTIVE DATE SEPT. 29, 2006.

LEGAL DESCRIPTION

(Per Chicago Title Insurance Company, Commitment No. 631127970NBU, Dated 1-13-21, Revision No. 2)

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

Lots 11 and 14, O. E. Shattuck Subdivision, Village, now City of Birmingham, Oakland County, Michigan, according to the recorded plat thereof, as recorded in Liber 8 of Plats, Page 14, Oakland County Records.

Lots 5 through 11, inclusive, Rural Subdivision of Lots 5, 6, 7, 8, 9 and 10 of O.E. Shattuck Subdivision in the Village of Birmingham, according to the recorded plat thereof as recorded in Liber 16 of Plats, Page 14, Oakland County Records.

1000 Haynes Ave., Birmingham, MI
Parcel No. 08-19-36-283-024

LEGAL DESCRIPTION

(Per Liberty Title Agency, File No. LIB153701, Dated 4-16-21, Revision No. 1)

The land referred to in this Commitment is located in the City of Birmingham, County of Oakland, State of Michigan, and described as follows: Lots 15, 16 and 17, O.E. Shattuck Subdivision, according to the plat thereof, as recorded in Liber 8 of Plats, Page 14, Oakland County Records.

770 S Adams, Birmingham, MI
Parcel No. 08-19-36-283-016

LEGAL DESCRIPTION

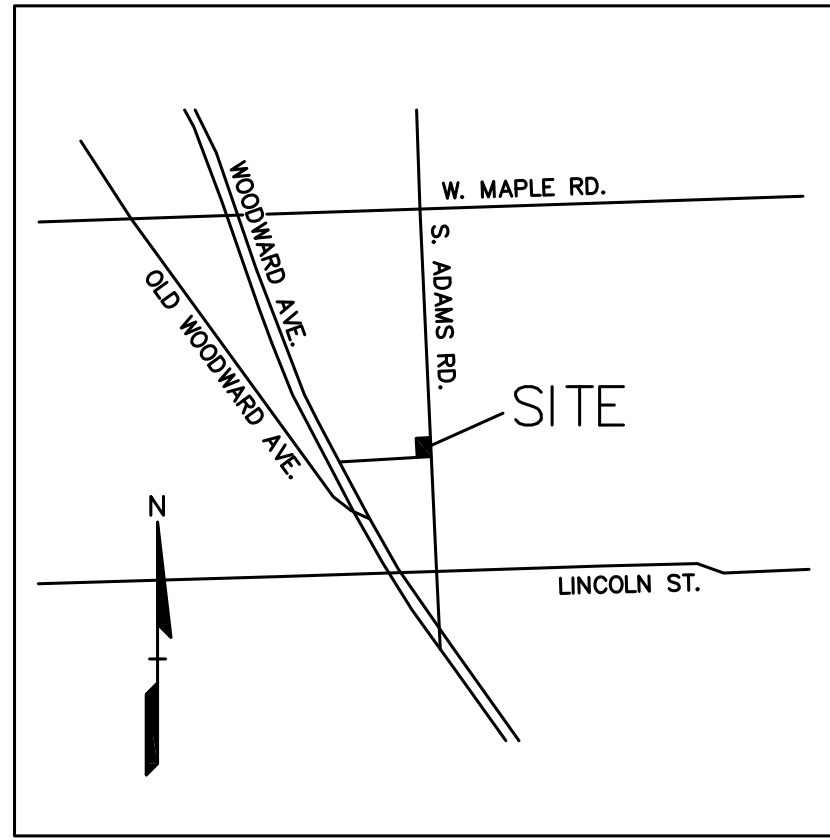
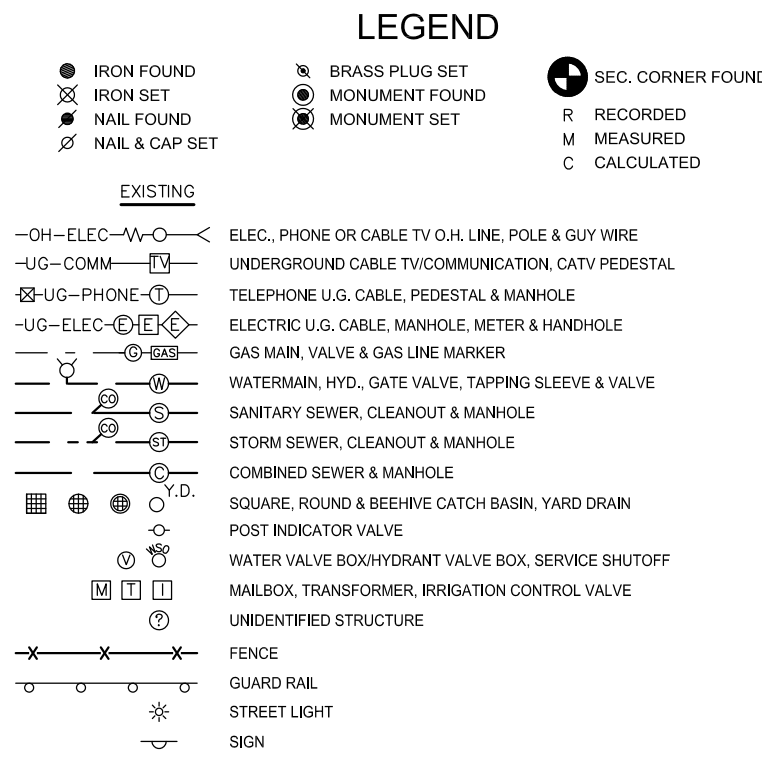
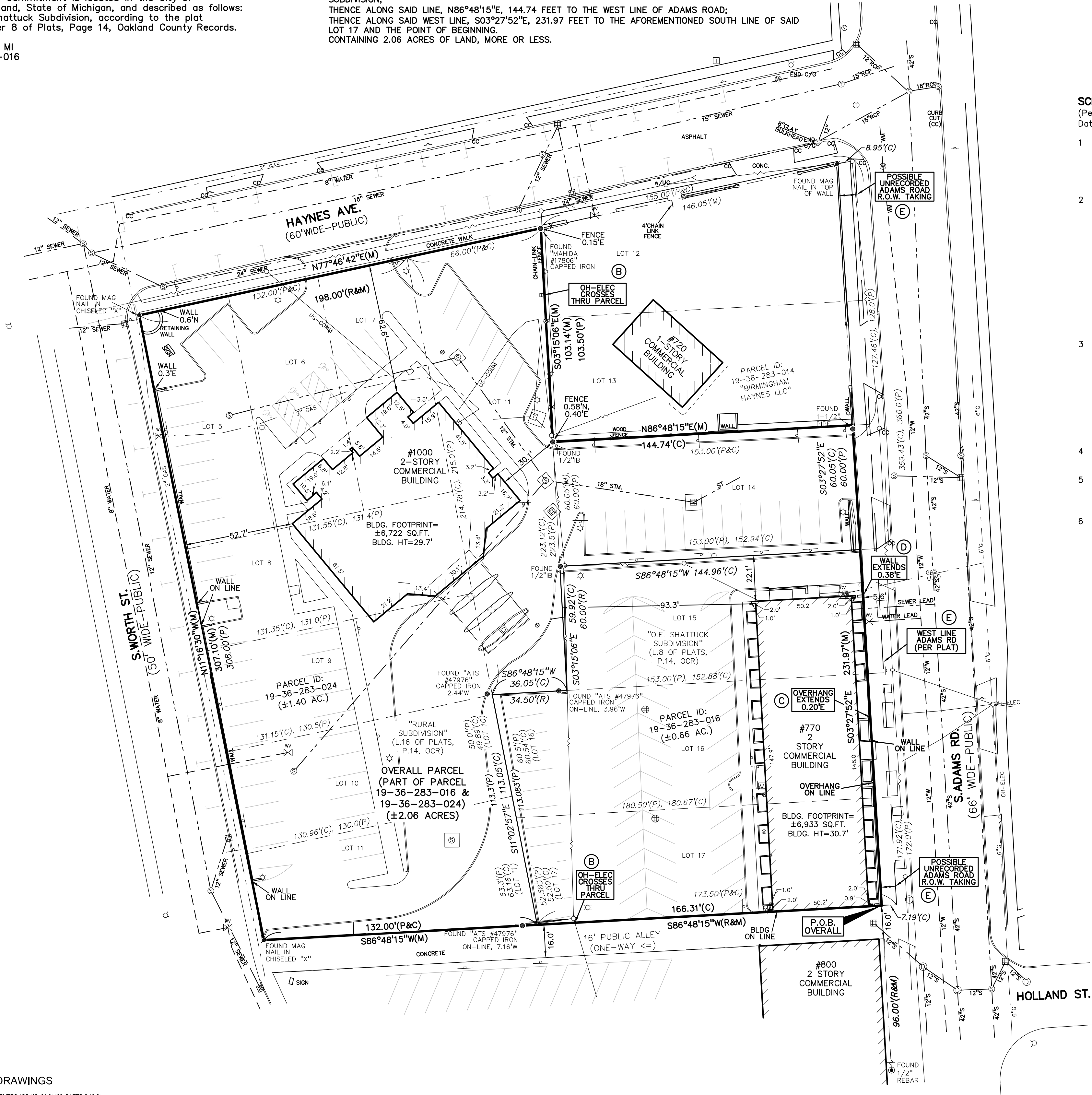
(PER PEA GROUP)

OVERALL PARCEL

LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING ALL OF LOT 11 AND PART OF LOTS 14, 15, 16 AND 17 OF "O. E. SHATTUCK SUBDIVISION", VILLAGE, NOW CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 8 OF PLATS, PAGE 14, OAKLAND COUNTY RECORDS, AND LOTS 5 THROUGH 11, INCLUSIVE, "RURAL SUBDIVISION OF LOTS 5, 6, 7, 8, 9 AND 10 OF O.E. SHATTUCK SUBDIVISION" IN THE VILLAGE OF BIRMINGHAM, AS RECORDED IN LIBER 16 OF PLATS, PAGE 14, OAKLAND COUNTY RECORDS.

SAID LAND BEING MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 17 OF "O. E. SHATTUCK SUBDIVISION"; THENCE ALONG THE SOUTH LINE OF SAID LOT 17, S86°48'15"W, 7.19 FEET TO THE WEST LINE OF ADAMS ROAD AND THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID SOUTH LINE OF SAID LOT 17, S86°48'15"W, 166.31 FEET, SAID LINE ALSO BEING THE NORTH LINE OF AN 18' WIDE PUBLIC ALLEY TO THE SOUTHEAST CORNER OF LOT 11;
THENCE ALONG THE SOUTH LINE OF LOT 11 OF "RURAL SUBDIVISION OF LOTS 5, 6, 7, 8, 9 AND 10 OF O.E. SHATTUCK SUBDIVISION", SAID LINE ALSO BEING THE NORTH LINE OF AN 18' WIDE PUBLIC ALLEY, S86°48'15"W, 132.00 FEET TO THE EAST LINE OF WORTH STREET (50 FOOT WIDE);
THENCE ALONG SAID EAST LINE, N11°16'30"W, 307.10 FEET TO THE SOUTH LINE OF HAYNES AVENUE (60 FOOT WIDE), SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 5 OF "RURAL SUBDIVISION";
THENCE ALONG SAID SOUTH LINE, N77°46'42"E, 198.00 FEET TO THE EAST LINE OF LOT 11 OF AFOREMENTIONED "O. E. SHATTUCK SUBDIVISION";
THENCE ALONG SAID EAST LINE, S03°15'06"E, 103.14 FEET TO THE NORTH LINE OF LOT 14 OF SAID SUBDIVISION;
THENCE ALONG SAID LINE, N86°48'15"E, 144.74 FEET TO THE WEST LINE OF ADAMS ROAD;
THENCE ALONG SAID WEST LINE, S03°27'52"E, 231.97 FEET TO THE AFOREMENTIONED SOUTH LINE OF SAID LOT 17 AND THE POINT OF BEGINNING.
CONTAINING 2.06 ACRES OF LAND, MORE OR LESS.



PEA GROUP
t: 844.813.2949
www.peagroup.com



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE OR OTHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

SCHEDULE B EXCEPTIONS

(Per Chicago Title Insurance Company, Commitment No. 631127970NBU, Dated 1-13-21, Revision No. 2)

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- a. Rights or claims of parties in possession not shown by the Public Records.
b. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
c. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
d. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
e. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
f. Taxes or special assessments which are not shown as existing liens by the Public Records.
- Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document Recording No: Liber 2725, Page 284. [Not plottable. The 1951 agreement is over lands that includes the subject parcels.]
- Rights of tenants under unrecorded leases and any and all parties claiming by, through and thereunder.
- Rights of the public to any portion of the Land lying within the bounds of any street, road, alley or highway. [As shown. East portion of Lots 14-17 occupied as Adams Road ROW.]
- Taxes and/or assessments which become a lien or become due and payable subsequent to the effective date herein.

SCHEDULE B EXCEPTIONS

(Per Liberty Title Agency, File No. LIB153701, Dated 4-16-21, Revision No. 1)

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
- Rights or Claims of parties in possession not shown by the public records.
- Easements or claims of easements not shown by the public records.
- Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
- Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
- Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
- Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
- All taxes, assessments, levies and charges which constitute liens or are due or payable including unredemmed tax sales.
- Rights of tenants under unrecorded leases as to: Abington Development, Inc.; Complete Title Services of Southeast Michigan LLC; Premier Processing LLC; Rock Harbor LLC and Woodward Pharma Services LLC
- Any loss or damage sustained by the insured resulting from any unpaid water or sewer bill.

CLIENT

FHS BIRMINGHAM, LLC
3400 E. LAFAYETTE
DETROIT, MI 48207

PROJECT TITLE

PERENNIAL
PART OF SECTION 36, T.2N., R.10E,
BIRMINGHAM, MI

REVISIONS

REVISE PER ADDTL BOUNDARY 2/23/22

ORIGINAL ISSUE DATE:
SEPTEMBER 29, 2021

DRAWING TITLE

**ALTA/NSPS
LAND TITLE
SURVEY**

PEA JOB NO. 2021-0401

P.M. JBT

D.N. EH

SUR. KTR

DRAWING NUMBER:

ALTA

CERTIFICATE OF SURVEY

To: LIBERTY TITLE AGENCY
CHICAGO TITLE INSURANCE COMPANY
ARJA HAYNES, LLC
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DETROIT
FHS BIRMINGHAM, LLC
770 ADAMS, LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 7(a)(1)(c), 8, 9, 13 and 17 of Table A thereof. The field work was completed on September 1, 2021.

Kevin T. Roach, PS No. 47971 (kroach@peagroup.com)
Agent for PEA Group

Adams Haynes Lot Merger



2 Foot Contours

5 Foot Contours

FEMA Base Flood Elevations

FEMA Cross Sections

100 yr - FEMA Floodplain

100 yr (detailed) - FEMA Floodplain

500 yr - FEMA Floodplain

FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.

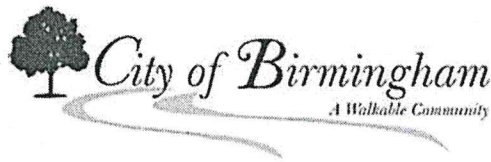
OAKLAND COUNTY MICHIGAN
Economic Development & Community Affairs

David Coulter
Oakland County Executive

Date Created: 6/10/2022

NORTH

1 inch = 200 feet



Combination of Platted Lots Application Planning Division

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

1. Applicant

Name: FHS Birmingham, LLC
Address: 3400 Lafayette
Detroit, MI 48207
Phone Number: (313) 567-7000
Fax Number: (313) 567-5963
Email address: Rod.Blake@soave.com

2. Property Owner

Name: FHS Birmingham, LLC
Address: 3400 Lafayette
Detroit, MI 48207
Phone Number: (313) 567-7000
Fax Number: (313) 567-5963
Email address: Rod.Blake@soave.com

3. Applicant's Attorney/Contact Person

Name: Richard D. Rattner, Esq.
Address: 380 N. Old Woodward Ave., Ste. 300
Birmingham, MI 48009
Phone Number: (248) 642-0333
Fax Number: (248) 642-0856
Email address: rdrr@wwrplaw.com

4. Project Designer/Developer

Name: Christopher J. Longe, AIA
Address: 124 Peabody Street
Birmingham, MI 48009
Phone Number: (248) 258-6940
Fax Number: _____
Email address: cjlonge@cjlongeaia.com

5. Project Information

Address/Location of Property: 770 Adams and 1000 Haynes
Sidwell #: _____
Parcel #: 19-36-283-016 (Adams) 16-36-283-024 (Haynes)
Current Zoning: MU-3 / MU-5

Legal Description: See attached

6. Required Attachments

- I. Two (2) copies of a *registered* land survey showing:
 - i. All existing and proposed platted lot lines;
 - ii. Legal descriptions of proposed lots;
 - iii. Locations of existing/surrounding structures for at least 500 ft. in all directions;
 - iv. Footprints of proposed development including proposed building envelope with front, side and rear setbacks clearly marked;
- II. One (1) digital copy of plans;
- III. Proof of ownership;
- IV. Written statement of reasons for request;
- V. A letter of authority or power of attorney in the event the application is made by a person other than the property owner;
- VI. Sketches of proposed development (*optional*);
- VII. Other data having a direct bearing on the request.
- VIII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

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

New construction of a 5-story apartment building fronting Adams, Haynes and Worth Streets, adding 157 new multi-family units to the City.

(I), (We), the undersigned, do hereby request to combine lots of record in the City of Birmingham, Oakland County, Michigan.
(I), (We), do hereby swear that all of the statements, signatures, and descriptions appearing on and with this request are in all respects true and accurate to the best of (my), (our), knowledge.

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

FHS Birmingham L.L.C.

Signature of Property Owner: By: *Christopher O. Corden* Date: *6-20-22*

Print Name: *Christopher O. Corden*

Signature of Applicant: *FHS Birmingham L.L.C.*

Date: *6-20-22*

Print Name: *Christopher O. Corden*

Office Use Only

Application#: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Reviewed By: _____



MEMORANDUM

(Treasurer's Office)

DATE: 7/11/2022

TO: Thomas M. Markus, City Manager

FROM: Jack Todd, Deputy Treasurer

SUBJECT: Amended Poverty Exemption Form Related to PA 253 of 2020

INTRODUCTION:

The City of Birmingham provides a Hardship Application for reduction in property Taxes for residents to complete for the Board of Review. Public Act 253 of 2020 establishes how local assessing units and boards must execute the review and how to handle poverty exemption cases.

A recent review by the State Tax Commission's auditor noted that the city failed the audit due to non-permissible items found in the resolution and application.

BACKGROUND:

The City of Birmingham Hardship Application for a reduction in property taxes outlines the statutory guidelines the Board of Review must adhere to when considering a reduction in taxable value. On March 8th, 2021, the City Commission approved a full exemption equal to 100% reduction in taxable value or a partial exemption equal to a 25% or 50% reduction in taxable value as determined by the Board of Review.

Updates included in the new resolution, policy and application include changes to income and asset requirements that will comply with Public Act 253 of 2020.

Attached is the original and amended resolution, the original and amended policy and the original and amended application that reflect the necessary changes.

In order for the Board of Review to review hardship applications on July 19th, 2022, a resolution must be passed to reflect these changes.

LEGAL REVIEW:

The city attorney has reviewed the State Tax Commission policy related to PA 253 of 2020 and updated the Policy, Hardship Application and Resolution.

FISCAL IMPACT:

There is no fiscal impact based on this change in poverty exemption. The city averages less than 10 applicants per year and most of the applicants are recurring.

PUBLIC COMMUNICATION:

The updated Hardship Application will be available on the city website and at the counter in the Treasurer's Office.

SUMMARY

To comply with the change to MCL 211.7u Poverty Exemption in Public Act 253 of 2020, the City must make the necessary change to the Hardship Application, Policy and Resolution.

ATTACHMENTS:

Please find attached the following documents for your review:

- Original 2022 Poverty/Hardship Exemption Application including Policy and Guidelines for the Granting of Poverty Exemptions, City of Birmingham Declaration of Hardship and Request for Tax Relief Application, and State of Michigan Application for MCL 211.7u Poverty Exemption (See highlighted sections that will be adjusted)
- Updated 2022 Poverty/Hardship Exemption Application including Policy and Guidelines for the Granting of Poverty Exemptions, City of Birmingham Declaration of Hardship and Request for Tax Relief Application, and State of Michigan Application for MCL 211.7u Poverty Exemption
- Original Resolution 03-060-21 (See highlighted section that will be adjusted)
- Updated Resolution

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the City of Birmingham Hardship Application and Policy.

ORIGINAL

OFFICE USE ONLY (Date Stamp)

City of Birmingham

2022

Poverty/Hardship
Exemption Application

OFFICE USE ONLY

NAME:

PARCEL NUMBER:

POLICY AND GUIDELINES FOR THE GRANTING OF POVERTY EXEMPTIONS

MCL 211.7u, as amended by Public Act 253 of 2020, provides that:

- (1) The principal residence of person who, in the judgement of the board of review, by reason of poverty, is unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation under this (General Property Tax) act.

The following policy and guidelines have been adopted by the Birmingham City Commission to govern the granting of hardship exemptions:

APPLICATION PROCEDURE

1. Eligibility and Application. To be eligible for a hardship exemption the applicant must be both the taxpayer and a natural person (i.e., not a corporation, trust or other business association or entity) and must do all of the following on an annual basis:
 - A. Be an owner of and occupy as a homestead the property for which an exemption is requested. "Principal residence" means principal residence or qualified agricultural property as those terms are defined in MCL 211.7dd.
 - B. File with the City Assessor a completed Hardship Exemption Application on a form provided by the City Assessor's office. The applicant must include with the application a copy of all of the previous year's income tax returns that the applicant was required to file (Federal Income Tax Return, Michigan Income Tax Return and the Michigan Property Tax Credit Form, Social Security Statement, etc.) and copies of year-end financial/investment statements if any interest income is reported on the application or on the applicant's income tax filings. Copies of the previous year's income tax returns must be supplied for all persons living in the subject residence. All new applicants and other applicants, when requested by the Board, must provide copies of all income tax filings for the three previous years.,
 - C. Produce a valid driver's license or other acceptable form of identification if requested by the Assessor or Board of Review.
 - D. Produce a deed, land contract or other evidence of ownership of the property for which an exemption is requested if required by the Assessor or Board of Review. \
2. Filing Period; Appearance. Fully completed Hardship Exemption Applications with required supporting information will be accepted after January 1, through the day prior to the last meeting of the March Board of Review. The filing of a completed Hardship Exemption application with required supporting information shall constitute an appearance before the Board of Review for the purpose of preserving the applicant's right to appeal the decision of the Board of Review to the Michigan Tax Tribunal.

EVALUATION PROCEDURE

1. Meetings. Meetings of the Board of Review and Assessor relative to hardship exemption applications shall be held in compliance with the Michigan Open Meetings Act.
2. Applicant's Presence. The Board of Review may request an applicant to personally appear before the Board to respond to any questions the Board or Assessor may have.
3. Investigation. Applicants for hardship exemption may be investigated by the City in order to verify information submitted or statements made to the Assessor or Board of Review.
4. Oath. Applicants appearing before the Board shall be administered an oath, as follows:

Do you swear or affirm that information and testimony you will give before the Board of Review is the truth, the whole truth, and nothing but the truth.

5. Criteria for Determining Exemption. The Board shall consider the following three (3) criteria to determine whether a full or partial hardship exemption should be granted:

A. Income. The total income of the applicant and each member of the applicant's household shall not exceed the prior year's Federal Poverty Income Standards, as defined and determined annually by the U.S. Department of Health and Human Services under authority of Section 673 of subtitle V of title VI of the Omnibus Budget Reconciliation Act of 1981, Public law 97-35, 42 U.S.C. 9902, multiplied by 2.5.

1. Income shall include, but not be limited to, the following:
 - a. Money wages and salaries before any deductions;
 - b. Net receipts from self-employment;
 - c. Distributions or income from partnerships, limited liabilities companies, or corporations, whether or not taxable;
 - d. Tax exempt income received including, but not limited to, interest income, disability income, social security or SSI.;
 - e. Regular payments from Social Security, Railroad Retirement, unemployment compensation, strike benefits from union funds, workers compensation, veterans payments or any type of public assistance;
 - f. Alimony, child support, and military family allotments or other regular support from an absent family member for someone not living in the household. For example, periodic gifts to assist the applicant or the applicant's household shall be included in income;
 - g. Private pensions, government employee pensions (including military retirement pay), regular insurance or annuity payments;
 - h. College or university scholarships, grants or fellowships;
 - i. Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, net lottery winnings and net gambling winnings; and
 - j. Payments made to a third party to or for the benefit of the applicant or a member of the applicant's household.

2. Income shall not include any of the following:
 - a. Money received from the sale of property, such as stocks, bonds, house, car, unless the applicant or a member of the applicant's household is in the business of selling such property;
 - b. Withdrawals of bank deposits;
 - c. Borrowed monies;
 - d. Income tax refunds;
 - e. One time payouts from insurance companies;
 - f. Losses including, but not limited to, capital losses or business losses.
 - g. Gifts and/or inheritances, unless the purpose of such gift and/or inheritance, as determined by the Board of Review, is to assist in the support of the applicant or the applicant's household.
 3. The Board of Review may waive the income test for household with income greater than allowed under Paragraph A., but who have expenses beyond the ordinary scope of expected costs which are severe and unavoidable, such as unusually high health care costs in excess of 10% of the total household income not covered by insurance.
- B. Assets. The total value of the assets of the applicant and each member of the applicant's household shall not exceed \$150,000. The assets of each member of the applicant's household shall be examined to determine whether there are assets which can reasonably be invested, sold or used to pay the property taxes. If the assets are of a nature and value which reasonably indicates that a condition of hardship does not exist, then a hardship exemption shall be denied.
1. The total value of the assets shall include the value of the equity in the principal residence to the extent the principal residence value exceeds the average Assessed Value for a home in the City as of December 31 of the year preceding the date of the application.
 2. Notwithstanding subparagraph 1, if the applicant has resided in the principal residence, as his/her principal residence, for a period of at least 20 years prior to the date of application, the value of the equity in the principal residence shall not be counted as an asset under paragraph B.
 3. Gifts, inheritances, one-time payouts from insurance companies, income tax refunds and money received from the sale of property, such as stocks, bonds, house, car, (unless the applicant or a member of the applicant's household is in the business of selling such property), shall be included as assets of the applicant and /or members of the applicant's household.
 4. If the applicant and/or members of the applicant's household shall transfer assets to another for less than full and adequate consideration in money or money's worth within sixty (60) months from date of the application for exemption, such exemption shall be denied. Such transfer shall include, but not be limited to, giving up all or partial ownership in an asset, selling an asset, giving an asset away, refusing or disclaiming a gift or inheritance, or giving up the right to receive income. Such transfers shall not include transfers in the amount of \$100 or less.

C. Contribution From Other Sources. If the Board of Review determines the applicant does or reasonably should receive contribution toward taxes from other sources, such as from a trust, inheritance, co-owner, relative, dependent, friend or other source, the Board may consider the amount of such contribution as an addition to the applicant's income and if the resulting sum exceeds the Income Standard in paragraph A., above, then a hardship exemption shall be denied.

6. Granting of Exemption. If the Board of Review determines that an applicant:

- A. Does not have income in excess of the total income allowed under paragraph 5(A) or the Board waives the income test under paragraph 5(A)(3); and;
- B. Does not have assets which can reasonably be invested, sold or used to pay the property taxes under paragraph 5(B); and
- C. Does not receive or reasonably expect to receive contribution toward taxes from other sources under paragraph 5(C),

Then, the Board of Review shall grant a full exemption equal to a 100% reduction in the applicant's taxable value for subject property or a partial exemption for the subject property equal to a 25% or 50% reduction in taxable value as determined by the board of review such that the applicant's taxable value for subject property may be valued to equal a property tax liability of approximately (1) 6% of the total income as determined in paragraph 5(A).

7. Deviation From Policy and Guidelines. The Board of Review shall follow the policy and guidelines set forth herein for granting or denying a hardship.



Declaration of Hardship and Request for Tax Relief Application
As of December 31, 2021

Property ID Number: _____

Property Address: _____

APPLICANT INFORMATION

Name of Owner and Co-owners: _____

Street Address: _____

City, State, Zip: _____

Phone Number: (Daytime) _____ (Night) _____

Date of Birth: _____

	Marital Status	Number of Years
☐	Married	_____
☐	Divorced	_____
☐	Widowed	_____
☐	Separated	_____
☐	Single	_____

EMPLOYMENT STATUS

☐	Disabled – No. of Years _____
☐	Do you qualify for disability benefits? Yes or No (Circle one)
☐	Employed Full-time
☐	Employed Part-time
☐	Retired – No. of Years _____
☐	Unemployed – No. of Years _____
☐	Laid-off – No. of Years _____
☐	Other

Occupation: _____
(If employed)

Employer: _____

Address: _____

Telephone: (____) _____

EMPLOYMENT STATUS - SPOUSE

☐	Disabled – No. of Years _____
☐	Do you qualify for disability benefits? Yes or No (Circle one)
☐	Employed Full-time
☐	Employed Part-time
☐	Retired – No. of Years _____
☐	Unemployed – No. of Years _____
☐	Laid-off – No. of Years _____
☐	Other

Occupation: _____
(If employed)

Employer: _____

Address: _____

Telephone: (____) _____

SUBSTANTIAL AND COMPELLING REASONS

In the space below list any substantial and compelling reasons you feel the Board should consider during the evaluation of this petition. (example: documented disability or health problems)

GENERAL INFORMATION

What year did you purchase this property? _____

Are you and/or your spouse the sole owners of the subject property? ☐ Yes ☐ No
If no, list all owners and their percentage of ownership: _____

Purchase Price? \$ _____ Monthly Payment \$ _____

Total unpaid balance of mortgage/land contract as of 12/31/21 _____

\$ Number of years remaining on the mortgage/land contract _____

Are your property taxes paid? ☐ Yes ☐ No

Did you apply for poverty exemption last year? ☐ Yes ☐ No

List all persons living in the household other than yourself and spouse.

	<u>#1</u>	<u>#2</u>	<u>#3</u>
Name:			
Age:			
Relationship:			
Occupation:			
Annual Income:			
Claimed as Dependent?	Yes _____ No _____	Yes _____ No _____	Yes _____ No _____
Heir to Estate?	Yes _____ No _____	Yes _____ No _____	Yes _____ No _____

Have any improvements, changes or additions been made to the property in the last (2)

years? ☐ Yes ☐ No If yes, please explain: _____

Do you anticipate selling the homestead property for which relief is sought in the next

year? ☐ Yes ☐ No Explain: _____

Does anyone contribute to your support? ☐ Yes Amount \$ _____

☐ No Explain: _____

Is anyone able to contribute to your support? ☐ Yes ☐ No Explain: _____

INCOME AND ASSETS

Please list all sources of your personal income. Please indicate the amount from each source on an **annual** basis.

1. Salaries, wages, tips and other employee compensation (include strike, sick and sub pay)	\$
2. All dividends and interest (including US state and municipal bond interest)	
3. Net rent, royalty, business, gambling or lottery income	
4. Annuity and pension benefits; Name of Payer _____	
5. Net farm income	
6. All Capital gains less capital losses	
7. Alimony and other taxable income; Describe _____	
8. Social Security, supplemental income (SSI) or railroad retirement benefits	
9. Child Support	
10. Unemployment compensation and trade readjustment allowance (TRA) benefits	
11. Worker's compensation, veteran's disability compensation and pension benefits	
12. ADC, GA or emergency Assistance benefits	
13. All other public assistance payments (food stamps, fuel assistance, etc.) Describe _____	
14. Other non-taxable income Describe _____	
TOTAL INCOME:	\$

What was the total income from all sources of everyone living in your household for the past two (2) years?

Last Year: _____ Prior Year: _____

Do you anticipate any major changes in income for the coming year?

☐ Yes ☐ No If yes, please explain: _____

Investments

On spaces below, list all stocks, bonds, mortgages, land contracts, annuities, U.S. Savings Bonds or any other investment you, the co-owner or any member of your household has.

Description of Investment	Present Value	Income Earned Last Year
	\$	\$

Real Estate

Do you have an ownership interest in any other real estate in Michigan or any where else? ☐ Yes ☐ No. If yes, please list all property owned in full or part by

you, the co-owner or any member of your household. Do not list property this application is being applied for:

Address of Property	Purchase date & price	Market Value	S.E.V.	Income Received
		\$	\$	\$

Life Insurance Policies

In the spaces below, list all the insurance policies held by you, the co-owner, or any member of the household.

Insured	Amount of Policy	Amount Paid Monthly	Cash Value of Policy	Name of Beneficiary	Relationship to Insured
	\$	\$	\$		

Motor Vehicles

In the spaces below, list all automobiles, motorcycles, trucks, off-the-road vehicles, etc. owned by you, the co-owner or any member of the household.

Make & Model	Year	Current Value	Balanced Owed
			\$

Asset Summary

What are your current assets in addition to the real estate noted previously?

Cash	\$
Savings Accounts/Certificates & Money Markets	\$
Checking Accounts	\$
Stocks/Bonds/Treasury Bills	\$
Insurance	\$
Other	\$
Investments	\$
IRA, Keogh Annuities, Deferred Compensation	\$
Personal Property held as an investment (i.e., gems, jewelry, coin collection, antique cars, etc.)	\$

EXPENSES

AVERAGE MONTHLY EXPENSES:

Land Contract or Mortgage payment for homestead only (principal and interest)	\$
Life Insurance	\$
Health Insurance	\$
Home Insurance	\$
Auto Insurance	\$
Taxes (homestead)	\$
Taxes on other property	\$
Car Payment	\$
Special Assessment	\$
Utilities: Gas/Oil	\$
Electricity	\$
Telephone	\$
Water/Sewer	\$
Child Care	\$
Food/Clothing	\$
Other loans	\$
Medical (not covered by insurance)	\$
Lawn care/snow removal	\$
Cable	\$
Other (specify)	\$

VERIFICATION OF EXPENSES MAY BE REQUIRED

Do you have any major or unusual expenses? ☐ Yes ☐ No

If yes, please explain: _____

Following are the federal poverty guidelines X 2.5 for use in setting poverty exemption guidelines for 2022

Size of Family Unit	Poverty Guidelines
1	\$32,200
2	\$43,550
3	\$54,900
4	\$66,250
5	\$77,600
6	\$88,950
7	\$100,300
8	\$111,650
For each additional person, add	\$11,350

ADDITIONAL INFORMATION

With this application you will need to submit last year's copies of the following applicable documents for yourself, the co-owner, and every member of the household.

1. Federal, State and City Income Tax Returns – 1040 or 1040A and any schedules
2. Michigan Homestead Property Tax Credit Claim MI-1040CR
3. Valid driver's license or other acceptable form of identification if requested by the Assessor or Board or Review
4. Produce a deed, land contract or other evidence of ownership of the property for which an exemption is requested if required by the Assessor or Board of Review.

PLEASE READ CAREFULLY

I (We) am/are unable to pay the full property taxes on the above described property and hereby make application for property tax relief due to poverty in accordance with Section 211.7u Michigan Compiled Laws.

I (We) have read this application and fully understand the contents thereof.

I (We), _____, being duly sworn, depose and state under the penalties for perjury, that the information contained in this petition and my (our) financial condition as above stated is true and correct and to the best of my (our) knowledge and belief.

I (We) further understand that if any information contained herein is found to be false or incomplete, any and all relief granted by this application will be forfeited and placed back on the assessment roll with penalties and interest occurring on the additional tax liability in accordance with Section 211.119 Michigan Compiled Laws.

Applicant's Signature: _____

Co-Applicant's Signature: _____

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

County, Michigan

My Commission Expires: _____

Application for MCL 211.7u Poverty Exemption

This form is issued under the authority of the General Property Tax Act, Public Act 206 of 1893, MCL 211.7u.

MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893, provides a property tax exemption for the principal residence of persons who, by reason of poverty, are unable to contribute toward the public charges. This application is to be used to apply for the exemption and must be filed with the Board of Review where the property is located. This application may be submitted to the city or township the property is located in each year on or after January 1.

To be considered complete, this application must: 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.

PART 1: PERSONAL INFORMATION: Petitioner must list all required personal information.

Petitioner's Name:		Daytime Phone Number:	
Age of Petitioner:	Marital Status:	Age of Spouse:	Number of Legal Dependents:
Property Address of Principal Residence:		City:	State: ZIP Code:
☐ Check if applied for Homestead Property Tax Credit		Amount of Homestead Property Tax Credit:	

PART 2: REAL ESTATE INFORMATION: List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the Board of Review meeting.

Property Parcel Code Number:		Name of Mortgage Company:	
Unpaid Balance Owed on Principal Residence:	Monthly Payment:	Length of Time at this Residence:	
Property Description:			

PART 3: ADDITIONAL PROPERTY INFORMATION: List information related to any other property owned by you or any member residing in the household.

☐ Check if you own, or are buying, other property. If checked, complete the information below		Amount of Income Earned from Other Property:	
1	Property Address:	City:	State: ZIP Code:
	Name of Owner(s):	Assessed Value:	Date of Last Taxes Paid: Amount of Taxes Paid:
2	Property Address:	City:	State: ZIP code:
	Name of Owner(s):	Assessed Value:	Date of Last Taxes Paid: Amount of Taxes Paid:

PART 4: EMPLOYMENT INFORMATION: List your current employment information.

Name of Employer:			
Address of Employer:	City:	State:	ZIP Code:
Contact Person:	Employer Telephone Number:		

PART 5: INCOME SOURCES: List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRAs (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other source of income, for all persons residing at the property.

Source of Income	Monthly or Annual Income (indicate which)

PART 6: CHECKING, SAVINGS AND INVESTMENT INFORMATION: List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments, for all persons residing at the property.

Name of Financial Institution or Investments	Amount of Deposit	Current Interest Rate	Name on Account	Value of Investment

PART 7: LIFE INSURANCE: List all policies held by all household members.

Name of Insured	Amount of Policy	Monthly Payments	Policy Paid in Full	Name of Beneficiary	Relationship to Insured

PART 8: MOTOR VEHICLE INFORMATION: All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

Make	Year	Monthly Payment	Balance Owed

PART 9: HOUSEHOLD OCCUPANTS: List all persons living in the household.

First and Last Name	Age	Relationship to Applicant	Place of Employment	\$ Contribution to Family Income

PART 10: PERSONAL DEBT: List all personal debt for all household members.

Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

PART 11: MONTHLY EXPENSE INFORMATION: The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.

Heating	Electric	Water	Phone
Cable	Food	Clothing	Health Insurance
Garbage	Daycare	Car Expenses (gas, repair, etc.)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	

NOTICE: Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year must be submitted with this application. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year.

PART 12: POLICY AND GUIDELINES ACKNOWLEDGMENT:

The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines used for the granting of exemptions under MCL 211.7u. In order to be eligible for the exemption, the applicant must meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit so long as the alternative guidelines do not provide income eligibility requirements less than the federal guidelines. The policy and guidelines must include, but are not limited to, the specific income and asset levels of the claimant and total household income and assets. The combined assets of all persons must not exceed the limits set forth in the guidelines adopted by the local assessing unit.

☐ The applicant has reviewed the applicable policy and guidelines adopted by the city or township, including the specific income and asset levels of the claimant and total household income and assets.

PART 13: CERTIFICATION:

I hereby certify to the best of my knowledge that the information provided in this form is complete, accurate and I am eligible for the exemption from the property taxes pursuant to Michigan Compiled Law, Section 211.7u.

Printed Name	Signature	Date
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This application shall be filed after January 1, but before the day prior to the last day of the local unit's December Board of Review.

Decision of the March Board of Review may be appealed by petition to the Michigan Tax Tribunal by July 31 of the current year. A July or December Board of Review decision may be appealed to the Michigan Tax Tribunal by petition within 35 days of decision. A copy of the Board of Review decision must be included with the petition.

Michigan Tax Tribunal
PO Box 30232
Lansing MI 48909

Phone: 517-335-9760
E-mail: taxtrib@michigan.gov

Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty

This form is issued under the authority of Public Act 253 of 2020.

This form is to be used to affirm ownership, occupancy, and income status. MCL 211.7u(2) provides that, to be eligible for exemption under this section, a person shall, subject to subsection (6) and (8), annually affirm that the applicant owns and occupies, as a principal residence, the property for which an exemption is requested.

PART 1: OWNER INFORMATION — Enter information for the person owning and occupying the residence.			
Owner Name		Owner Telephone Number	
Mailing Address	City	State	ZIP Code
PART 2: LEGAL DESIGNEE INFORMATION (Complete if applicable.)			
Legal Designee Name		Daytime Telephone Number	
Mailing Address	City	State	ZIP Code
PART 3: HOMESTEAD PROPERTY INFORMATION — Enter information for property in which the exemption is being claimed.			
City or Township (check the appropriate box and enter name) ☐ City ☐ Township ☐ Village		County	
Name of Local School District			
Parcel Identification Number		Year(s) Exemption Previously Granted by Board of Review	
Homestead Property Address	City	State	ZIP Code
PART 4: AFFIRMATION OF OWNERSHIP, OCCUPANCY, AND INCOME STATUS (Check all boxes that apply.)			
☐ I own the property in which the exemption is being claimed.			
☐ The property in which the exemption is being claimed is used as my homestead. Homestead is generally defined as any dwelling with its land and buildings where a family makes its home.			
☐ After establishing initial eligibility for the exemption, my income and asset status has remained unchanged and/or I receive a fixed income solely from public assistance that is not subject to significant annual increases beyond the rate of inflation, such as federal Supplemental Security Income or Social Security disability or retirement benefits.			
PART 5: CERTIFICATION			
I hereby certify to the best of my knowledge that the information provided on this form is true and I am eligible to receive an exemption from property taxes by reason of poverty pursuant to Michigan Compiled Law, Section 211.7u.			
Owner or Legal Designee Name (print)		Signature of Owner or Legal Designee	
		Date	
Designee must attach a letter of authority.			
LOCAL GOVERNMENT USE ONLY (DO NOT WRITE BELOW THIS LINE)			
☐ Approved ☐ Denied (Attach appeal instructions and provide to owner.)		Tax Year(s) exemption will be posted to tax roll	
CERTIFICATION — I certify that, to the best of my knowledge, the information contained in this form is complete and accurate.			
Assessor Signature		Date Certified by Assessor	

UPDATED

OFFICE USE ONLY (Date Stamp)

City of Birmingham

2022

**Poverty/Hardship
Exemption Application**

OFFICE USE ONLY

NAME:

PARCEL NUMBER:

POLICY AND GUIDELINES FOR THE GRANTING OF POVERTY EXEMPTIONS

MCL 211.7u, as amended by Public Act 253 of 2020, provides that:

- (1) The principal residence of person who, in the judgement of the board of review, by reason of poverty, is unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation under this (General Property Tax) act.

The following policy and guidelines have been adopted by the Birmingham City Commission to govern the granting of hardship exemptions:

APPLICATION PROCEDURE

1. **Eligibility and Application.** To be eligible for a hardship exemption the applicant must be both the taxpayer and a natural person (i.e., not a corporation, trust or other business association or entity) and must do all of the following on an annual basis:
 - A. Be an owner of and occupy as a homestead the property for which an exemption is requested. "Principal residence" means principal residence or qualified agricultural property as those terms are defined in MCL 211.7dd.
 - B. File with the City Assessor a completed Hardship Exemption Application on a form provided by the City Assessor's office. The applicant must include with the application a copy of all of the previous year's income tax returns that the applicant was required to file (Federal Income Tax Return, Michigan Income Tax Return and the Michigan Property Tax Credit Form, Social Security Statement, etc.) and copies of year-end financial/investment statements if any interest income is reported on the application or on the applicant's income tax filings. Copies of the previous year's income tax returns must be supplied for all persons living in the subject residence. All new applicants and other applicants, when requested by the Board, must provide copies of all income tax filings for the three previous years.,
 - C. Produce a valid driver's license or other acceptable form of identification if requested by the Assessor or Board of Review.
 - D. Produce a deed, land contract or other evidence of ownership of the property for which an exemption is requested if required by the Assessor or Board of Review. \
2. **Filing Period; Appearance.** Fully completed Hardship Exemption Applications with required supporting information will be accepted after January 1, through the day prior to the last meeting of the March Board of Review. The filing of a completed Hardship Exemption application with required supporting information shall constitute an appearance before the Board of Review for the purpose of preserving the applicant's right to appeal the decision of the Board of Review to the Michigan Tax Tribunal.

EVALUATION PROCEDURE

1. Meetings. Meetings of the Board of Review and Assessor relative to hardship exemption applications shall be held in compliance with the Michigan Open Meetings Act.
2. Applicant's Presence. The Board of Review may request an applicant to personally appear before the Board to respond to any questions the Board or Assessor may have.
3. Investigation. Applicants for hardship exemption may be investigated by the City in order to verify information submitted or statements made to the Assessor or Board of Review.
4. Oath. Applicants appearing before the Board shall be administered an oath, as follows:

Do you swear or affirm that information and testimony you will give before the Board of Review is the truth, the whole truth, and nothing but the truth.

5. Criteria for Determining Exemption. The Board shall consider the following three (3) criteria to determine whether a full or partial hardship exemption should be granted:

A. Income. The total income of the applicant and each member of the applicant's household shall not exceed the prior year's Federal Poverty Income Standards, as defined and determined annually by the U.S. Department of Health and Human Services under authority of Section 673 of subtitle V of title VI of the Omnibus Budget Reconciliation Act of 1981, Public law 97-35, 42 U.S.C. 9902, multiplied by 2.5.

1. Income shall include, but not be limited to, the following:
 - a. Money wages and salaries before any deductions;
 - b. Net receipts from self-employment;
 - c. Distributions or income from partnerships, limited liabilities companies, or corporations, whether or not taxable;
 - d. Tax exempt income received including, but not limited to, interest income, disability income, social security or SSI.;
 - e. Regular payments from Social Security, Railroad Retirement, unemployment compensation, strike benefits from union funds, workers compensation, veterans payments or any type of public assistance;
 - f. Alimony, child support, and military family allotments or other regular support from an absent family member for someone not living in the household. For example, periodic gifts to assist the applicant or the applicant's household shall be included in income;
 - g. Private pensions, government employee pensions (including military retirement pay), regular insurance or annuity payments;
 - h. College or university scholarships, grants or fellowships;
 - i. Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, net lottery winnings and net gambling winnings; and
 - j. Payments made to a third party to or for the benefit of the applicant or a member of the applicant's household.

2. Income shall not include any of the following:
 - a. Money received from the sale of property, such as stocks, bonds, house, car, unless the applicant or a member of the applicant's household is in the business of selling such property;
 - b. Withdrawals of bank deposits;
 - c. Borrowed monies;
 - d. Income tax refunds;
 - e. One time payouts from insurance companies;
 - f. Losses including, but not limited to, capital losses or business losses.
 - g. Gifts and/or inheritances, unless the purpose of such gift and/or inheritance, as determined by the Board of Review, is to assist in the support of the applicant or the applicant's household.

B. Assets. The total value of the assets of the applicant and each member of the applicant's household shall not exceed \$150,000. The assets of each member of the applicant's household shall be examined to determine whether there are assets which can reasonably be invested, sold or used to pay the property taxes. If the assets are of a nature and value which reasonably indicates that a condition of hardship does not exist, then a hardship exemption shall be denied.

1. The total value of the assets shall include: Gifts, inheritances, one-time payouts from insurance companies and money received from the sale of property, such as stocks, bonds, house, car, (unless the applicant or a member of the applicant's household is in the business of selling such property), shall be included as assets of the applicant and /or members of the applicant's household.
2. If the applicant and/or members of the applicant's household shall transfer assets to another for less than full and adequate consideration in money or money's worth within sixty (60) months from date of the application for exemption, such exemption shall be denied. Such transfer shall include, but not be limited to, giving up all or partial ownership in an asset, selling an asset, giving an asset away, refusing or disclaiming a gift or inheritance, or giving up the right to receive income. Such transfers shall not include transfers in the amount of \$100 or less.

C. Contribution From Other Sources. If the Board of Review determines the applicant does or reasonably should receive contribution towards taxes from other sources, such as from a trust, inheritance, co-owner, relative, dependent, friend or other source, the Board may consider the amount of such contribution as an addition to the applicant's income and if the resulting sum exceeds the Income Standard in Paragraph A., above, then a hardship exemption shall be denied.

6. Granting of Exemption. If the Board of Review determines that an applicant:

- A. Does not have income in excess of the total income allowed under paragraph 5(A).
- B. Does not receive or reasonably expect to receive contribution toward taxes from other sources under paragraph 5(C),

Then, the Board of Review shall grant a full exemption equal to a 100% reduction in the applicant's taxable value for subject property or a partial exemption for the subject property equal to a 25% or 50% reduction in taxable value as determined by the board of review.

7. Deviation From Policy and Guidelines. The Board of Review shall follow the policy and guidelines set forth herein for granting or denying a hardship.



City of Birmingham

A Walkable Community

Treasurer/Assessor Department

Declaration of Hardship and Request for Tax Relief Application

As of December 31, 2021

Property ID Number: _____

Property Address: _____

APPLICANT INFORMATION

Name of Owner and Co-owners: _____

Street Address: _____

City, State, Zip: _____

Phone Number: (Daytime) _____ (Night) _____

Date of Birth: _____

**Marital Status Number
 of Years**

☐	Married	_____
☐	Divorced	_____
☐	Widowed	_____
☐	Separated	_____
☐	Single	_____

EMPLOYMENT STATUS

☐	Disabled – No. of Years _____
☐	Do you qualify for disability benefits? Yes or No (Circle one)
☐	Employed Full-time
☐	Employed Part-time
☐	Retired – No. of Years _____
☐	Unemployed – No. of Years _____
☐	Laid-off – No. of Years _____
☐	Other

Occupation: _____
(If employed)

Employer: _____

Address: _____

Telephone: (____) _____

EMPLOYMENT STATUS - SPOUSE

☐	Disabled – No. of Years _____
☐	Do you qualify for disability benefits? Yes or No (Circle one)
☐	Employed Full-time
☐	Employed Part-time
☐	Retired – No. of Years _____
☐	Unemployed – No. of Years _____
☐	Laid-off – No. of Years _____
☐	Other

Occupation: _____
(If employed)

Employer: _____

Address: _____

Telephone: (____) _____

SUBSTANTIAL AND COMPELLING REASONS

In the space below list any substantial and compelling reasons you feel the Board should consider during the evaluation of this petition. (example: documented disability or health problems)

GENERAL INFORMATION

What year did you purchase this property? _____

Are you and/or your spouse the sole owners of the subject property? ☐ Yes ☐ No
If no, list all owners and their percentage of ownership: _____

Purchase Price? \$ _____ Monthly Payment \$ _____

Total unpaid balance of mortgage/land contract as of 12/31/21 _____

\$ Number of years remaining on the mortgage/land contract _____

Are your property taxes paid? ☐ Yes ☐ No

Did you apply for poverty exemption last year? ☐ Yes ☐ No

List all persons living in the household other than yourself and spouse.

	<u>#1</u>	<u>#2</u>	<u>#3</u>
Name:			
Age:			
Relationship:			
Occupation:			
Annual Income:			
Claimed as Dependent?	Yes _____ No _____	Yes _____ No _____	Yes _____ No _____
Heir to Estate?	Yes _____ No _____	Yes _____ No _____	Yes _____ No _____

Have any improvements, changes or additions been made to the property in the last (2)

years? ☐ Yes ☐ No If yes, please explain: _____

Do you anticipate selling the homestead property for which relief is sought in the next

year? ☐ Yes ☐ No Explain: _____

Does anyone contribute to your support? ☐ Yes Amount \$ _____

☐ No Explain: _____

Is anyone able to contribute to your support? ☐ Yes ☐ No Explain: _____

INCOME AND ASSETS

Please list all sources of your personal income. Please indicate the amount from each source on an **annual** basis.

1. Salaries, wages, tips and other employee compensation (include strike, sick and sub pay)	\$
2. All dividends and interest (including US state and municipal bond interest)	
3. Net rent, royalty, business, gambling or lottery income	
4. Annuity and pension benefits; Name of Payer _____	
5. Net farm income	
6. All Capital gains less capital losses	
7. Alimony and other taxable income; Describe _____	
8. Social Security, supplemental income (SSI) or railroad retirement benefits	
9. Child Support	
10. Unemployment compensation and trade readjustment allowance (TRA) benefits	
11. Worker's compensation, veteran's disability compensation and pension benefits	
12. ADC, GA or emergency Assistance benefits	
13. All other public assistance payments (food stamps, fuel assistance, etc.) Describe _____	
14. Other non-taxable income Describe _____	
TOTAL INCOME:	\$

What was the total income from all sources of everyone living in your household for the past two (2) years?

Last Year: _____ Prior Year: _____

Do you anticipate any major changes in income for the coming year?

☐ Yes ☐ No If yes, please explain: _____

Investments

On spaces below, list all stocks, bonds, mortgages, land contracts, annuities, U.S. Savings Bonds or any other investment you, the co-owner or any member of your household has.

Description of Investment	Present Value	Income Earned Last Year
	\$	\$

Real Estate

Do you have an ownership interest in any other real estate in Michigan or any where else? ☐ Yes ☐ No. If yes, please list all property owned in full or part by

you, the co-owner or any member of your household. Do not list property this application is being applied for:

Address of Property	Purchase date & price	Market Value	S.E.V.	Income Received
		\$	\$	\$

Life Insurance Policies

In the spaces below, list all the insurance policies held by you, the co-owner, or any member of the household.

Insured	Amount of Policy	Amount Paid Monthly	Cash Value of Policy	Name of Beneficiary	Relationship to Insured
	\$	\$	\$		

Motor Vehicles

In the spaces below, list all automobiles, motorcycles, trucks, off-the-road vehicles, etc. owned by you, the co-owner or any member of the household.

Make & Model	Year	Current Value	Balanced Owed
			\$

Asset Summary

What are your current assets in addition to the real estate noted previously?

Cash	\$
Savings Accounts/Certificates & Money Markets	\$
Checking Accounts	\$
Stocks/Bonds/Treasury Bills	\$
Insurance	\$
Other	\$
Investments	\$
IRA, Keogh Annuities, Deferred Compensation	\$
Personal Property held as an investment (i.e., gems, jewelry, coin collection, antique cars, etc.)	\$

EXPENSES

AVERAGE MONTHLY EXPENSES:

Land Contract or Mortgage payment for homestead only (principal and interest)	\$
Life Insurance	\$
Health Insurance	\$
Home Insurance	\$
Auto Insurance	\$
Taxes (homestead)	\$
Taxes on other property	\$
Car Payment	\$
Special Assessment	\$
Utilities: Gas/Oil	\$
Electricity	\$
Telephone	\$
Water/Sewer	\$
Child Care	\$
Food/Clothing	\$
Other loans	\$
Medical (not covered by insurance)	\$
Lawn care/snow removal	\$
Cable	\$
Other (specify)	\$

VERIFICATION OF EXPENSES MAY BE REQUIRED

Do you have any major or unusual expenses? ☐ Yes ☐ No

If yes, please explain: _____

Following are the federal poverty guidelines X 2.5 for use in setting poverty exemption guidelines for 2022

Size of Family Unit	Poverty Guidelines
1	\$32,200
2	\$43,550
3	\$54,900
4	\$66,250
5	\$77,600
6	\$88,950
7	\$100,300
8	\$111,650
For each additional person, add	\$11,350

ADDITIONAL INFORMATION

With this application you will need to submit last year's copies of the following applicable documents for yourself, the co-owner, and every member of the household.

1. Federal, State and City Income Tax Returns – 1040 or 1040A and any schedules
2. Michigan Homestead Property Tax Credit Claim MI-1040CR
3. Valid driver's license or other acceptable form of identification if requested by the Assessor or Board or Review
4. Produce a deed, land contract or other evidence of ownership of the property for which an exemption is requested if required by the Assessor or Board of Review.

PLEASE READ CAREFULLY

I (We) am/are unable to pay the full property taxes on the above described property and hereby make application for property tax relief due to poverty in accordance with Section 211.7u Michigan Compiled Laws.

I (We) have read this application and fully understand the contents thereof.

I (We), _____, being duly sworn, depose and state under the penalties for perjury, that the information contained in this petition and my (our) financial condition as above stated is true and correct and to the best of my (our) knowledge and belief.

I (We) further understand that if any information contained herein is found to be false or incomplete, any and all relief granted by this application will be forfeited and placed back on the assessment roll with penalties and interest occurring on the additional tax liability in accordance with Section 211.119 Michigan Compiled Laws.

Applicant's Signature: _____

Co-Applicant's Signature: _____

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

_____ County, Michigan

My Commission Expires: _____

Application for MCL 211.7u Poverty Exemption

This form is issued under the authority of the General Property Tax Act, Public Act 206 of 1893, MCL 211.7u.

MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893, provides a property tax exemption for the principal residence of persons who, by reason of poverty, are unable to contribute toward the public charges. This application is to be used to apply for the exemption and must be filed with the Board of Review where the property is located. This application may be submitted to the city or township the property is located in each year on or after January 1.

To be considered complete, this application must: 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.

PART 1: PERSONAL INFORMATION: Petitioner must list all required personal information.

Petitioner's Name:		Daytime Phone Number:	
Age of Petitioner:	Marital Status:	Age of Spouse:	Number of Legal Dependents:
Property Address of Principal Residence:		City:	State: ZIP Code:
☐ Check if applied for Homestead Property Tax Credit		Amount of Homestead Property Tax Credit:	

PART 2: REAL ESTATE INFORMATION: List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the Board of Review meeting.

Property Parcel Code Number:		Name of Mortgage Company:	
Unpaid Balance Owed on Principal Residence:	Monthly Payment:	Length of Time at this Residence:	
Property Description:			

PART 3: ADDITIONAL PROPERTY INFORMATION: List information related to any other property owned by you or any member residing in the household.

☐ Check if you own, or are buying, other property. If checked, complete the information below		Amount of Income Earned from Other Property:	
1	Property Address:	City:	State: ZIP Code:
	Name of Owner(s):	Assessed Value:	Date of Last Taxes Paid: Amount of Taxes Paid:
2	Property Address:	City:	State: ZIP code:
	Name of Owner(s):	Assessed Value:	Date of Last Taxes Paid: Amount of Taxes Paid:

PART 4: EMPLOYMENT INFORMATION: List your current employment information.

Name of Employer:			
Address of Employer:	City:	State:	ZIP Code:
Contact Person:	Employer Telephone Number:		

PART 5: INCOME SOURCES: List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRAs (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other source of income, for all persons residing at the property.

Source of Income	Monthly or Annual Income (indicate which)

PART 6: CHECKING, SAVINGS AND INVESTMENT INFORMATION: List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments, for all persons residing at the property.

Name of Financial Institution or Investments	Amount of Deposit	Current Interest Rate	Name on Account	Value of Investment

PART 7: LIFE INSURANCE: List all policies held by all household members.

Name of Insured	Amount of Policy	Monthly Payments	Policy Paid in Full	Name of Beneficiary	Relationship to Insured

PART 8: MOTOR VEHICLE INFORMATION: All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

Make	Year	Monthly Payment	Balance Owed

PART 9: HOUSEHOLD OCCUPANTS: List all persons living in the household.

First and Last Name	Age	Relationship to Applicant	Place of Employment	\$ Contribution to Family Income

PART 10: PERSONAL DEBT: List all personal debt for all household members.

Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

PART 11: MONTHLY EXPENSE INFORMATION: The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.

Heating	Electric	Water	Phone
Cable	Food	Clothing	Health Insurance
Garbage	Daycare	Car Expenses (gas, repair, etc.)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	

NOTICE: Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year must be submitted with this application. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year.

PART 12: POLICY AND GUIDELINES ACKNOWLEDGMENT:

The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines used for the granting of exemptions under MCL 211.7u. In order to be eligible for the exemption, the applicant must meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit so long as the alternative guidelines do not provide income eligibility requirements less than the federal guidelines. The policy and guidelines must include, but are not limited to, the specific income and asset levels of the claimant and total household income and assets. The combined assets of all persons must not exceed the limits set forth in the guidelines adopted by the local assessing unit.

- ☐ The applicant has reviewed the applicable policy and guidelines adopted by the city or township, including the specific income and asset levels of the claimant and total household income and assets.

PART 13: CERTIFICATION:

I hereby certify to the best of my knowledge that the information provided in this form is complete, accurate and I am eligible for the exemption from the property taxes pursuant to Michigan Compiled Law, Section 211.7u.

Printed Name	Signature	Date

This application shall be filed after January 1, but before the day prior to the last day of the local unit's December Board of Review.

Decision of the March Board of Review may be appealed by petition to the Michigan Tax Tribunal by July 31 of the current year. A July or December Board of Review decision may be appealed to the Michigan Tax Tribunal by petition within 35 days of decision. A copy of the Board of Review decision must be included with the petition.

Michigan Tax Tribunal
PO Box 30232
Lansing MI 48909

Phone: 517-335-9760
E-mail: taxtrib@michigan.gov

Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty

This form is issued under the authority of Public Act 253 of 2020.

This form is to be used to affirm ownership, occupancy, and income status. MCL 211.7u(2) provides that, to be eligible for exemption under this section, a person shall, subject to subsection (6) and (8), annually affirm that the applicant owns and occupies, as a principal residence, the property for which an exemption is requested.

PART 1: OWNER INFORMATION — Enter information for the person owning and occupying the residence.				
Owner Name			Owner Telephone Number	
Mailing Address	City		State	ZIP Code
PART 2: LEGAL DESIGNEE INFORMATION (Complete if applicable.)				
Legal Designee Name			Daytime Telephone Number	
Mailing Address	City		State	ZIP Code
PART 3: HOMESTEAD PROPERTY INFORMATION — Enter information for property in which the exemption is being claimed.				
City or Township (check the appropriate box and enter name) ☐ City ☐ Township ☐ Village			County	
Name of Local School District				
Parcel Identification Number		Year(s) Exemption Previously Granted by Board of Review		
Homestead Property Address	City		State	ZIP Code
PART 4: AFFIRMATION OF OWNERSHIP, OCCUPANCY, AND INCOME STATUS (Check all boxes that apply.)				
☐ I own the property in which the exemption is being claimed.				
☐ The property in which the exemption is being claimed is used as my homestead. Homestead is generally defined as any dwelling with its land and buildings where a family makes its home.				
☐ After establishing initial eligibility for the exemption, my income and asset status has remained unchanged and/or I receive a fixed income solely from public assistance that is not subject to significant annual increases beyond the rate of inflation, such as federal Supplemental Security Income or Social Security disability or retirement benefits.				
PART 5: CERTIFICATION				
I hereby certify to the best of my knowledge that the information provided on this form is true and I am eligible to receive an exemption from property taxes by reason of poverty pursuant to Michigan Compiled Law, Section 211.7u.				
Owner or Legal Designee Name (print)		Signature of Owner or Legal Designee		Date
Designee must attach a letter of authority.				
LOCAL GOVERNMENT USE ONLY (DO NOT WRITE BELOW THIS LINE)				
☐ Approved ☐ Denied (Attach appeal instructions and provide to owner.)			Tax Year(s) exemption will be posted to tax roll	
CERTIFICATION — I certify that, to the best of my knowledge, the information contained in this form is complete and accurate.				
Assessor Signature			Date Certified by Assessor	

Original Resolution

03-060-21

CITY OF BIRMINGHAM
A RESOLUTION OF THE CITY COMMISSION ADOPTING A POLICY
RELATIVE TO THE REVIEW AND GRANTING OF POVERTY
EXEMPTIONS BY THE CITY

At a meeting of the City Commission of the City of Birmingham, Oakland County, Michigan, held on the 8th day of March, 2021, at City Hall, 151 Martin Street, Birmingham, MI, 48009.

Moved by: Hoff

Seconded by: Sherman

WHEREAS, P.A. 390 of 1994, which amended Section 7u of Act No. 206 of the Public Acts of 1893, as amended by Act No. 313 of the Public Acts of 1993, being sections 211.7u of the Michigan Compiled Laws, as amended most recently by P.A. 253 of 2020 which further amended 211.7u of the Michigan Compiled Laws which requires the governing body of the local assessing unit to determine and make available to the public the policy and guidelines used by the Board of Review in granting reductions in property assessments due to limited income and assets, referred to as "poverty exemptions."

THEREFORE, BE IT RESOLVED, that to be eligible for a poverty exemption of the City of Birmingham, a person shall do all of the following on an annual basis in accordance with Act 206 of 1893 as amended by P.A. 253 of 2020 and the requirements of the Birmingham Policy and Guidelines for the Granting of Poverty Exemptions:

1. An applicant must have an ownership interest in the property for which the exemption is requested and must have physically owned and occupied the property as the applicant's principal residence. The person shall affirm this ownership and occupancy status in writing by filing a form prescribed by the State Tax Commission.
2. The subject property must be classified as an "improved single family residence" or "residential condominium" property with a valid Homeowner's Principal Residence Exemption (PRE) currently in effect.
3. The applicant or applicants must complete and timely file an application requesting a poverty exemption on a form prescribed by the City accompanied by Federal and State Income Tax Returns. Fully completed Hardship Exemption Applications with required supporting information will be accepted after January 1, through the day prior to the last meeting of the March Board of Review. The filing of a completed Hardship Exemption application with required supporting information shall constitute an appearance before the Board of Review for the purpose of preserving the applicant's right to appeal the decision of the Board of Review to the Michigan Tax Tribunal..
4. The applicant must include with the application a copy of all of the previous year's income tax returns that the applicant was required to file (Federal Income Tax Return, Michigan Income Tax Return and the Michigan Property Tax Credit Form, Social

Security Statement, etc.) and copies of year-end financial/investment statements if any interest income is reported on the application or on the applicant's income tax filings. Copies of the previous year's income tax returns must be supplied for all persons living in the subject residence. All new applicants and other applicants, when requested by the Board, must provide copies of all income tax filings for the three previous years.

5. The applicant must supply a copy of a current driver's license or other form of identification.
6. Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if required by the Board of Review.
7. At the minimum, meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit provided the alternative guidelines do not provide income eligibility requirements less than the federal guidelines:

BE IT FURTHER RESOLVED, that the applicant's total household income, after being adjusted for out-of-pocket medical expenses which are demonstrated to exceed 10% of the total household income, cannot exceed two and one-half (2 1/2) times the prior year poverty income figure, as reported by household size, in the "Federal Poverty Guidelines" updated annually in the Federal Register by the U.S. Department of Health and Human Services. **(Income requirement)**

BE IT FURTHER RESOLVED, that subject to the Policy and Guidelines, the total value of the assets of the applicant and each member of the applicant's household shall not exceed \$150,000. The assets of each member of the applicant's household shall be examined to determine whether there are assets which can reasonably be invested, sold or used to pay the property taxes. If the assets are of a nature and value which reasonably indicates that a condition of poverty does not exist, then a poverty exemption shall be denied. **(Asset requirement)**

BE IT FURTHER RESOLVED, that any reduction in the State Equalized Value of a property is granted for one year only and must be applied for and reviewed annually based on the applicant's current situation.

BE IT FURTHER RESOLVED, that the applicant(s) and all those living in the applicant's household who are submitting tax returns and related financial documents must sign a Waiver of Confidentiality prior to the Board discussing the request for a hardship reduction in which the applicant(s) and others consent to the examination and discussion of the applicant's application and all supporting documentation by the Board of Review members in a public meeting format.

BE IT FURTHER RESOLVED, that upon meeting the Policy and Guidelines of the local assessing unit in granting or denying an exemption the applicant shall receive a full exemption

equal to 100% reduction in taxable value or a partial exemption equal to 25% or 50% reduction in taxable value as determined by the Board of Review.

BE IT FURTHER RESOLVED, that in order to ease the burden on taxpayers, the assessor and the Board of Review and to ensure that all taxpayers have an equal opportunity to be heard by the Board of Review, the City of Birmingham hereby resolves, according to provisions of MCL 211.30(8) of the General Property Tax Act, that the Board of Review shall receive letters of protest regarding assessments from resident taxpayers from the first Tuesday in March until it adjourns from the public hearings for which it meets to hear such protests. All notices of assessment change and all advertisements of Board of Review meetings are to include a statement that the resident taxpayers may protest by letter to the Board.

Passed, adopted and approved this 8 day of March, 2021.

AYES: Mayor Boutros, Mayor Pro Tem Lorge, Commissioners
Baller, Host, Hoff, Nickita & Sherman

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 March 8, 2021.

Alexandria D. Bingham
Alexandria D. Bingham, City Clerk

Updated Resolution

**CITY OF BIRMINGHAM
A RESOLUTION OF THE CITY COMMISSION
ADOPTING A POLICY RELATIVE TO THE REVIEW AND GRANTING OF
POVERTY EXEMPTIONS BY THE CITY**

At a meeting of the City Commission of the City of Birmingham, Oakland County, Michigan, held on the 11TH day of July, 2022, at City Hall, 151 Martin Street, Birmingham, MI, 48009.

Moved by: _____ Seconded by: _____

WHEREAS, P.A. 390 of 1994, which amended Section 7u of Act No. 206 of the Public Acts of 1893, as amended by Act No. 313 of the Public Acts of 1993, being sections 211.7u of the Michigan Compiled Laws, as amended most recently by P.A. 253 of 2020 which further amended 211.7u of the Michigan Compiled Laws which requires the governing body of the local assessing unit to determine and make available to the public the policy and guidelines used by the Board of Review in granting reductions in property assessments due to limited income and assets, referred to as "poverty exemptions."

THEREFORE, BE IT RESOLVED, that to be eligible for a poverty exemption of the City of Birmingham, a person shall do all of the following on an annual basis in accordance with Act 206 of 1893 as amended by P.A. 253 of 2020 and the requirements of the Birmingham Policy and Guidelines for the Granting of Poverty Exemptions:

1. An applicant must have an ownership interest in the property for which the exemption is requested and must have physically owned and occupied the property as the applicant's principal residence. The person shall affirm this ownership and occupancy status in writing by filing a form prescribed by the State Tax Commission.
2. The subject property must be classified as an "improved single family residence" or "residential condominium" property with a valid Homeowner's Principal Residence Exemption (PRE) currently in effect.
3. The applicant or applicants must complete and timely file an application requesting a poverty exemption on a form prescribed by the City accompanied by Federal and State Income Tax Returns. Fully completed Hardship Exemption Applications with required supporting information will be accepted after January 1, through the day prior to the last meeting of the March Board of Review. The filing of a completed Hardship Exemption application with required supporting information shall constitute an appearance before the Board of Review for the purpose of preserving the applicant's right to appeal the decision of the Board of Review to the Michigan Tax Tribunal.
4. The applicant must include with the application a copy of all of the previous year's income tax returns that the applicant was required to file (Federal Income Tax Return, Michigan Income Tax Return and the Michigan Property Tax Credit Form, Social Security

Statement, etc.), and copies of year-end financial/Investment statements If any Interest income is reported on the application or on the applicant's Income tax filings. Copies of the previous year's income tax returns must be supplied for all persons living in the subject residence. All new applicants and other applicants, when requested by the Board, must provide copies of all Income tax filings for the three previous years.

5. The applicant must supply a copy of a current driver's license or other form of identification.
6. Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if required by the Board of Review.
7. At the minimum, meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit provided the alternative guidelines do not provide income eligibility requirements less than the federal guidelines;

BE IT FURTHER RESOLVED, that the applicant's total household income, cannot exceed two and one-half (2 ½) times the prior year poverty income figure, as reported by household size, in the "Federal Poverty Guidelines" updated annually in the Federal Register by the U.S. Department of Health and Human Services. **(Income requirement)**

BE IT FURTHER RESOLVED, that subject to the Policy and Guidelines, the total value of the assets of the applicant and each member of the applicant's household shall not exceed \$150,000. The assets of each member of the applicant's household shall be examined to determine whether there are assets which can reasonably be invested, sold or used to pay the property taxes. If the assets are of a nature and value which reasonably indicates that a condition of poverty does not exist, then a poverty exemption shall be denied. **(Asset requirement)**

BE IT FURTHER RESOLVED, that any reduction in the State Equalized Value of a property is granted for one year only and must be applied for and reviewed annually based on the applicant's current situation.

BE IT FURTHER RESOLVED, that the applicant(s) and all those living in the applicant's household who are submitting tax returns and related financial documents must sign a Waiver of Confidentiality prior to the Board discussing the request for a hardship reduction in which the applicant(s) and others consent to the examination and discussion of the applicant's application and all supporting documentation by the Board of Review members in a public meeting format.

BE IT FURTHER RESOLVED, that upon meeting the Policy and Guidelines of the local assessing unit in granting or denying an exemption, the applicant shall receive a full exemption equal to 100% reduction in taxable value or a partial exemption equal to 25% or 50% reduction in taxable value as determined by the Board of Review,

BE IT FURTHER RESOLVED, that in order to ease the burden on taxpayers, the assessor and the Board of Review and to ensure that all taxpayers have an equal opportunity to be heard by the Board of Review, the City of Birmingham hereby resolves, according to provisions of MCL

211.30(8) of the General Property Tax Act, that the Board of Review shall receive letters of protest regarding assessments from resident taxpayers from the first Tuesday in March until it adjourns from the public hearings for which it meets to hear such protests. All notices of assessment change and all advertisements of Board of Review meetings are to include a statement that the resident taxpayers may protest by letter to the Board.

Passed, adopted and approved this 11th day of July, 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 July 11, 2022.

Alexandria D. Bingham, City Clerk



MEMORANDUM

Office of the City Manager

DATE: July 5, 2022

TO: Thomas M. Markus, City Manager

FROM: Melissa Fairbairn, Assistant to the City Manager

SUBJECT: Michigan Municipal League (MML) Workers' Compensation Fund Board of Trustees Election

The City of Birmingham is a member of the Michigan Municipal League Workers' Compensation Fund. The Michigan Municipal League is the state's leading provider of municipal workers' compensation and risk management services.

The Michigan Municipal League is holding an election for this year's Workers' Compensation Fund Board of Trustees. One (1) incumbent Trustee has agreed to seek re-election. A brief biographical sketch of the candidate, Lee Kilbourn, Mayor of the City of Auburn, is attached for your review.

A resolution is required to authorize the City of Birmingham's vote to be cast for the candidate for Trustee of the Michigan Municipal League Workers' Compensation Fund. Mr. Kilbourn is the only candidate seeking election to this Board.

SUGGESTED RESOLUTION:

To authorize the City Manager to cast a vote, on the City's behalf, for the one (1) candidate seeking re-election to the Michigan Municipal League Workers' Compensation Fund for a four-year term, beginning October 1, 2022.

To: Members of the MML Workers' Compensation Fund
From: Michael J. Forster, Fund Administrator
Date: June 25, 2022
Subject: Fund Trustee Election

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. One incumbent Trustee has agreed to seek re-election. You also may write in one or more candidates if you wish.

A brief biographical sketch of the candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 12th. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Workers' Compensation Fund*; the link to the ballot form is in the yellow banner.

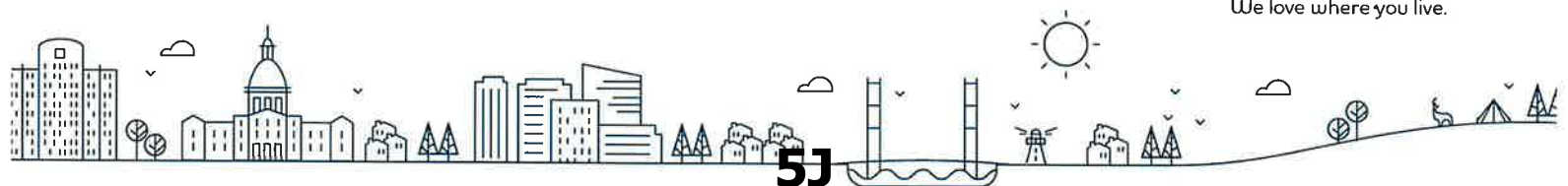
The MML Workers' Compensation Fund is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Fund, and for participating in the election of your governing board.

Sincerely,



Michael J. Forster
Fund Administrator
mforster@mml.org

We love where you live.



THE CANDIDATES
Four-year terms beginning October 1, 2022



Lee Kilbourn, Mayor, City of Auburn

Lee Kilbourn has been mayor of Auburn since 2011 and is past president of the Michigan Association of Mayors. He previously served as mayor when elected in 1981. Kilbourn has served on several community organizations and the Auburn-Williams Fire District for 25 years. He is currently a member of the Auburn-Williams Lions Club, the Auburn Downtown Development Authority, and the Auburn-Williams Intergovernmental Committee. Kilbourn graduated from Oral Roberts University with a bachelor's degree in business. He and his wife, Kathy, are second generation owners of their family's 57-year-old furniture business and proud grandparents of two children. Lee is seeking election to his second term.

Michigan Municipal League
Workers' Compensation Fund

OFFICIAL BALLOT - 2022

Vote for one Trustee by marking the line to
the left of the name for a four-year term
beginning October 1, 2022.

____ Lee Kilbourn, Incumbent
Mayor, City of Auburn

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has
authorized its vote to be cast for the above
persons to serve as Trustees of the Michigan
Municipal League Workers' Compensation
Fund.

Official Signature

Date:

**Ballot deadline:
August 12, 2022**



MEMORANDUM

Engineering

DATE: July 6, 2022

TO: Thomas M. Markus, City Manager

FROM: Scott Zielinski, Assistant City Engineer

SUBJECT: Sidewalk Trip Elimination Services

INTRODUCTION:

The Engineering Department has had a program for Sidewalk Trip Elimination Services since 2018, in addition to the City's sidewalk replacement program. The sidewalk elimination program removes trip hazards from the sidewalk's primary walking path in a fast and clean method at a fraction of the cost of full sidewalk replacement. The Engineering Department issued an RFP for services for up to three years for the trip elimination program starting in fiscal year 2022-2023. Only one bid was received from Precision Concrete Cutting, Inc., who was also the sole bidder for this program in 2018.

BACKGROUND:

Precision Concrete Cutting, Inc. (PCC) has performed trip elimination work for the City the past four (4) years. On average, PCC has addressed over 3,000 separate trip hazard locations per year. Once mobilized to Birmingham, PCC has completed their work within two to six weeks each year. The crews work quickly, and cause little disruption to the residents and pedestrians in the immediate area. The amount of work that is accomplished, relative to the amount of time the Engineering Department had to spend overseeing the work in the past, made the process a major success. Not only does PCC reduce the disruption to the neighborhood, it also saves the City a significant amount of money and time when compared to the traditional concrete replacement program.

Given this success, the Engineering Department inspected the next sidewalk program area (Area #5) with the intention of having the traditional concrete replacement program supplemented with the trip elimination program. The program area #5 will focus on the areas between Maple Road and 14 Mile Road & Cranbrook Road to Southfield Road south of Lincoln and to the Rouge River north of Lincoln. The criteria established states that any trip hazard measuring between ½ inch and 1 ¼ inch vertical discrepancy between joints should be corrected using a saw cutting method per the trip elimination program. City inspection and general historic averages have been used to develop the estimated scope. The City will walk sections with the contractor to help confirm scope of services.

This contract also provides a new scope item for emergency service hazard removal. Throughout the year, should pedestrians submit a hazard complaint, PCC will respond within 48 hours to address the area of concern.

LEGAL REVIEW:

The City's standard contract language was used for this project contract and has been reviewed by the City Attorney.

FISCAL IMPACT:

Per the contract, PCC will be paid a flat rate of \$15.30 per linear foot of concrete cutting for trip hazard removal that meets the project requirements for the primary scope of work. A rate of \$18.95 per linear foot will be paid for emergency calls throughout the year. PCC also provided a 7% unit rate increase for each subsequent year of the contract should the City elect to continue the contract each year.

Based on current rates and scope of work, it is estimated that the value of the work, charged at the 2022-2023 contract price of \$15.30 per foot equals \$153,000 per year. This quantity represents over 2,000 separate work locations. If this work was paid for using traditional sidewalk removal and replace methods, the value of this work would be approximately double, representing a savings to the City of over \$150,000. The Engineering Department recommends a budget of \$175,000 for the planned standard contract scope to help cover any unforeseen quantities in work bid. An additional \$20,000 is also recommended for emergency services in the amount of \$20,000. In total, the Engineering Department recommends a contract budget for 2022-2023 in the amount of \$195,000 for all associated contract items.

The cost of this work will be charged to the General Sidewalk Fund, account number 101-444.001-981.0100.

PUBLIC COMMUNICATIONS:

No public communications are anticipated as this method of eliminating trip hazards is performed quickly and causes little disruption to the residents and pedestrians in the immediate area.

SUMMARY:

It is recommended that the City Commission authorize the extension of Contract #10-22 (SW), 2022 Sidewalk Trip Elimination Services Program, to Precision Concrete, Inc., for the 2022-2023 contract year, at a total cost of \$195,000 to be paid at the bid rates of \$15.30 per linear foot for standard work and \$18.95 per foot for emergency removals.

ATTACHMENTS:

- Bid Submittal Documents
- Letter of recommendation of award from AEW
- Map of planned 2023 Work Area.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the award of the 2022-2023 Sidewalk Trip Elimination Services Contract #10-22 (SW) for the 2022-2023 sidewalk program repair area and emergency services, with the option for the City to extend the contract for up to two additional years for additional areas within the City at the proposed contract rates, with an initial budget of \$195,000.00 for proposed service work. 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 account #101-444.001-981.0100.



1896 Goldeneye Drive, Holland MI 49424
Phone: 616.403.1140 FAX: 616.582.5951
www.MichiganSafeSidewalks.com

June 2, 2022

City of Birmingham

Attn: Scott Zielinski, P.E., Assistant City Engineer
151 Martin Street
Birmingham, MI 48012-3001



Phone: 248.530.1836 Email: szielinski@bhamgov.org

Subject: **SIDEWALK TRIP ELIMINATION SERVICES – CONTRACT #10-22(SW)**
RFP response for City of Birmingham, DUE June 2, 2022 by 2pm

Scott,

We appreciate the opportunity to submit our Request for Proposal (RFP) response to the City of Birmingham, MI (City). This cover letter is being provided to augment the required RFP response documents and aid the City Engineering Department in making a decision to award the project. The enclosed response to "Contractor Responsibilities" and the following attachments make this RFP response packet complete;

- 1) **Bidder's Agreement** (Attachment B)
- 2) **Cost Proposal** (Attachment C)
- 3) **Iran Sanctions Act Vendor Certification Form** (Attachment D)

Precision Concrete, Inc (Precision Concrete Cutting)

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 25 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalk and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC... it's the only thing we do. Precision Concrete, Inc. is the locally licensed business unit serving Michigan and Indiana that leverages the proven tools, process, and training to provide this service.

The Advantage

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**



Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. Our equipment does NOT need to be driven on lawns. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while performing the repairs and disposes (for recycle) of it as part of the service. Being a complete solution, no follow-on tasks are required of City staff. Sidewalks remain open with only minor disruption while PCC moves thru an area performing the trip hazard removals.



As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, **removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed** (your average 5' x 5' panel weighs about 1,200 lbs). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



PCC will deploy a well-marked light-duty truck/van and full logo trailer used to mobilize up to three (3) full sets of cutting equipment and technicians. Safety cones are placed wherever the truck/van and trailer park and they are placed on the sidewalks in front of and behind the technician area to assure pedestrian safety during cutting. All PCC staff (including project managers) wear high-visibility safety vests whenever they are outside their vehicle and in the right-of-way.



Contractor's Responsibilities (includes Scope for horizontal saw-cutting)

Items in blue are pulled from the RFP pages 6-7 ...

Precision Concrete Cutting (PCC) will perform the work listed in the **City of Birmingham 2022 CONCRETE SIDEWALK REPAIR PROGRAM CONTRACT #10-22 (SW)** by removing sidewalk trip hazards on City walkways via horizontal saw cutting. Based on data provided by the City on May 16, 2022, there is approximately **10,000 linear feet (LF) of cutting**.

The sidewalk trip hazards are defined as differentials in the walkway of 0.5" up to (including) 1.25" high. Trip hazards will be eliminated leaving a maximum running slope (ramp) of 1:12 as required by the City to meet ADA requirements. The work area shall be confined to the area of the City defined as being **Sidewalk District #5**, clarified on the **Map** below (page 6 of this document).

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

1. Complete and sign all forms requested for completion within this RFP.

Agreement (p. 13-19 – only if selected by the City). n/a for this RFP response

*a. Bidder's Agreement (Attachment B - p. 21) see **Attachment B***

*b. Cost Proposal (Attachment C - p. 23-24) see **Attachment C***

*c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 26) see **Attachment D***

2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.

Not only is trip hazard removal the specialty of PCC... it's the only thing we do. PCC completed over 160 projects (**47 of which were major municipal/public services projects**) in Michigan, Indiana, Central Illinois, and the Greater St. Louis Area in 2021 of similar scope. Every 2021 project was completed **on-time and within budget**. There are no disputes, change orders, or claims of any type pending including bonds open between PCC and any insured. PCC also completed it's ninth consecutive year of zero lost-time accidents.

3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).

PCC will conduct a pre-construction planning meeting with the City designated contact(s) using a PCC Project Manager to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Delivery Manager will assure quality and safety objectives are attained during the onsite work phase of the project.

The overall timeline from "**Project Award**" to "**Project Closure**" is anticipated to be **June 15 thru September 2, 2022**. The anticipated timeline to "Perform Repairs" is July 5 thru August 15 in which there are 30 working days for construction (provides up to 5 rain days without impact to completion date). This timeline is based on the assumption that there is 10,000 Linear Feet of corrections throughout the subject work area as identified by the City. Adjustments up or down for the task "Sidewalk Trip Elimination Services" shall be modified by a percentage up or down, and the number of work days shall be modified by the same percentage if the City changes the quantities of linear feet.

See item 7 below for the requested detail timeline for completion of the tasks with earliest start and finish dates identified for the City.

The following gives **written details of the tasks to be performed** in response to the City Scope of Work;

a) PCC will provide the necessary **Project Coordination & Management**. PCC will attend a pre-construction meeting with the City staff prior to starting work to review the work plan, procedure, and any concerns that either party may have. PCC will coordinate with designated City staff regarding schedule, deliverables and the scope of work. PCC will provide a list of personnel to work on the project prior to commencement of work, including field supervisors and technicians. The designated field supervisor will always be present during work operations in the field.

b) PCC will provide an **Emergency Contacts/Safety Plan** to the City Engineer.

c) PCC will **Perform Repairs** by removing vertical displacements of 0.5 inches to 1.25 inches, all inclusive, on existing sidewalk joints that meet the scope requirements. Work will be performed based on the SCOPE OF WORK as outlined by the City in the May 16, 2022 RFP. The planned work



area is currently defined as being Sidewalk District #5 (see Map below for illustration of the work area). PCC does *not* plan to block any traffic lanes during the project. Repairs will be done to meet the American Disabilities Act (ADA) requirements in terms of slope and coefficient of friction. Repairs will be neat, smooth, and uniform in appearance and leave zero point of vertical differential between slabs over the full width of the raised sidewalk to eliminate the trip hazard. No damage to concrete or adjacent panels/surfaces will result from the PCC trip removal process.

d) **Equipment & Cleanup.** PCC will use cutting equipment that is able to cut flush to ground and/or work at any angle to perform the work in tight working spaces, around obstacles, along buildings, walls or fences, etc., without causing damage to the adjacent work areas or panels. PCC will immediately cleanup the repair area by collecting, for recycle, the debris generated from the repair and minimize dust during the operation to maintain a safe environment for the public and adjacent work areas at all times. PCC uses a dry cut process with special HEPA rated vacuums to collect dust and small debris during the trip hazard removal operation. No water is used during the cutting process nor is the operation performed in rain or other wet conditions that may produce slurry. Therefore, the work plan for PCC eliminates the need to address slurry or run-off as no slurry is generated during the repair or during cleanup. All debris will be disposed in accordance with applicable laws as needed at a qualified concrete recycle center. PCC will provide proof, upon request, that all debris is being recycled in a proper and environmentally safe manner.

e) **Traffic Maintenance/Storage.** Vehicular and pedestrian traffic will be maintained at all times in a safe manner. PCC will maintain access to roads, sidewalks and driveways during construction. No storage in the right-of-way or special parking needs are anticipated for this project. If needed, PCC will follow and utilize designated areas for parking as approved by the City.

f) PCC will **Schedule** the work in accordance with this Contract. Contractor shall submit a schedule to complete the work to the City prior to construction. PCC will schedule daily operations and inspections to minimize disruption to the public, in accordance with this RFP.

g) **Daily Work Items/Invoicing/Additional Services.** PCC will log all work completed on a daily basis. Quantities shall be agreed upon with the City's Field Inspector on a daily basis. At minimum, a monthly invoice will be submitted for the work that details quantities by day, per location, expressed in lineal feet (and inch-feet) of displaced joints repaired. Any work outside of the area of scope of work will not be performed without written authorization from the City.

h) **Work Coordination.** PCC will be responsible for coordinating completion of the work with others performing construction that may be ongoing within the project limits, including but not limited to utility companies, home builders, or other City contractors.

j) PCC will acquire the necessary **Bonds** as/if required by the City once the proposal has been accepted. PCC is anticipating to supply a Payment Bond and Performance Bond to the City using the forms included in RFP Appendix F, valued at the value of the Contract.

k) **Payment for Services:** As referenced in Appendix C, PCC expects be paid for services based on a price per linear foot of trip hazard eliminated. PCC had indicated the number of work days (30) that will be needed to complete the work, assuming each work day that the Contractor is on site, Monday through Saturday, as needing some supervision and interaction on the part of the City staff.

4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.

Precision Concrete Cutting (PCC) utilizes its patented tools and processes that it has developed and refined for trip hazard removal. There are numerous PCC owned and franchised locations across the country performing this work in their respective geography's. Precision Concrete, Inc. (DBA: Precision Concrete Cutting (or PCC)) is the locally licensed business serving all of Michigan, Indiana, Central Illinois, and the Greater St. Louis Area that leverages the proven tools, process, and training to provide this service. Ownership of Precision Concrete, Inc. is shared by Mark and Bonnie Bonkowski. The principals and professional management team related to this proposal and the administration of the potential project consists of the following full-time employees;

- a) Mark Bonkowski, President. Founder and owner since 2008. Current roles include business development, project/program compliance, sales management, finance, business planning, and staffing. Project Management Professional plus college educations from Ferris State University (Engineering) and Davenport University (Business).

- b) Bonnie Bonkowski, CFO. Owner and employed since 2008. Roles include accounting, compliance, payroll, human resources, and office administration.
- c) Ben Johnson, Business Development Manager. Employed full-time since 2017. Roles include business development, project management, fleet management, field surveying, operations/resource planning. College education from Ferris State University in Applied Mathematics. He has Been Involved in the City of Birmingham project every year since 2017.
- d) Dean Drow, Project Manager. Employed full-time since 2019. Roles include project management, fleet management, field surveying, operations/resource planning. College education from Lawrence Technological University in Construction Management. He has Been Involved in the City of Birmingham project every year since 2019.
- e) Jerry Timar, Safety and Delivery Manager. Employed full-time since 2011. Roles included sidewalk technician, crew leader/foreman, and field operations. OSHA-30 Construction certified. Has been the Lead Delivery Manger for the City of Birmingham Project every year since 2017.
- f) Technicians, Employed on average 3+ years. All are minimum of OSHA-10 certified.

5. Provide a list of sub-contractors and their qualifications, if applicable.

Not applicable. PCC does not utilize any sub-contractors for this type of work. All human resources are employees of PCC.

6. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for similar projects.

6.1) City of Ann Arbor

Jane Allen, P.E., Project Manager
Jallen2@a2gov.org
phone: (734) 794-6410 ext. 43678

6.2) City of Lansing

Mitch Whisler, Engineering
mwhisler@lansingmi.gov
phone: (517) 483-4249

6.3) City of Pontiac

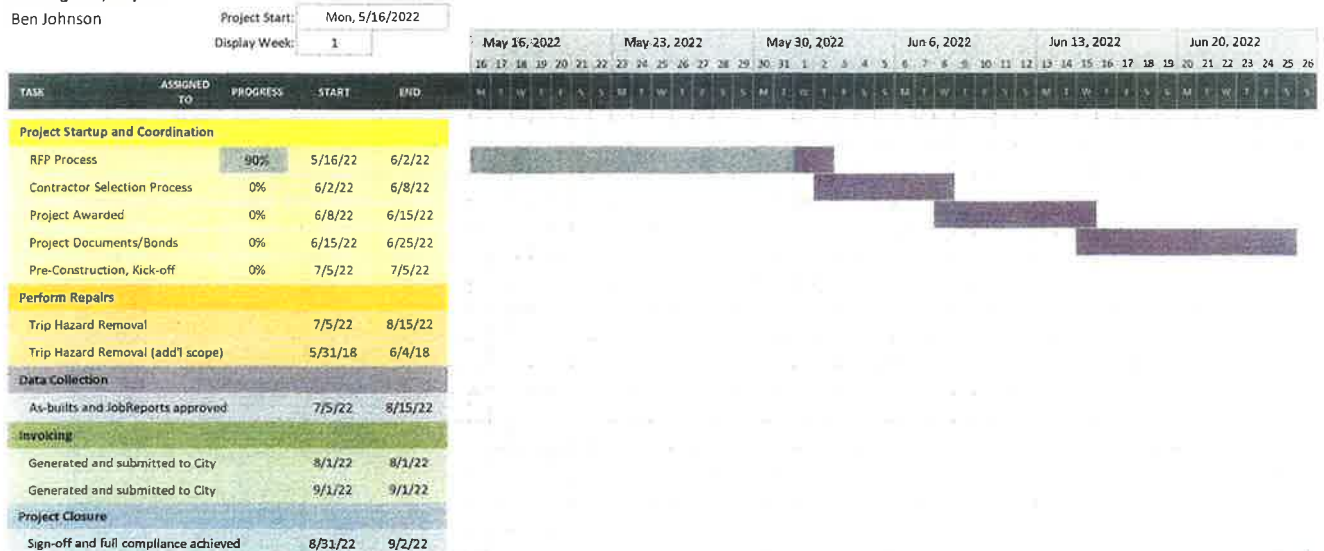
Jack Cady, Engineering Supervisor
JCady@pontiac.mi.us
phone: (248)758-3616

7. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline. Contractor shall be aware that all trip elimination hazard work shall be 100% complete within the designated work area no later than October 31, 2022.

Timeline (project Gantt Chart) of project assuming 06/15/22 project award (earliest finish 08/15/22);

CONCRETE SIDEWALK REPAIR PROGRAM CONTRACT #10-22 (SW)

Birmingham, City of
Ben Johnson

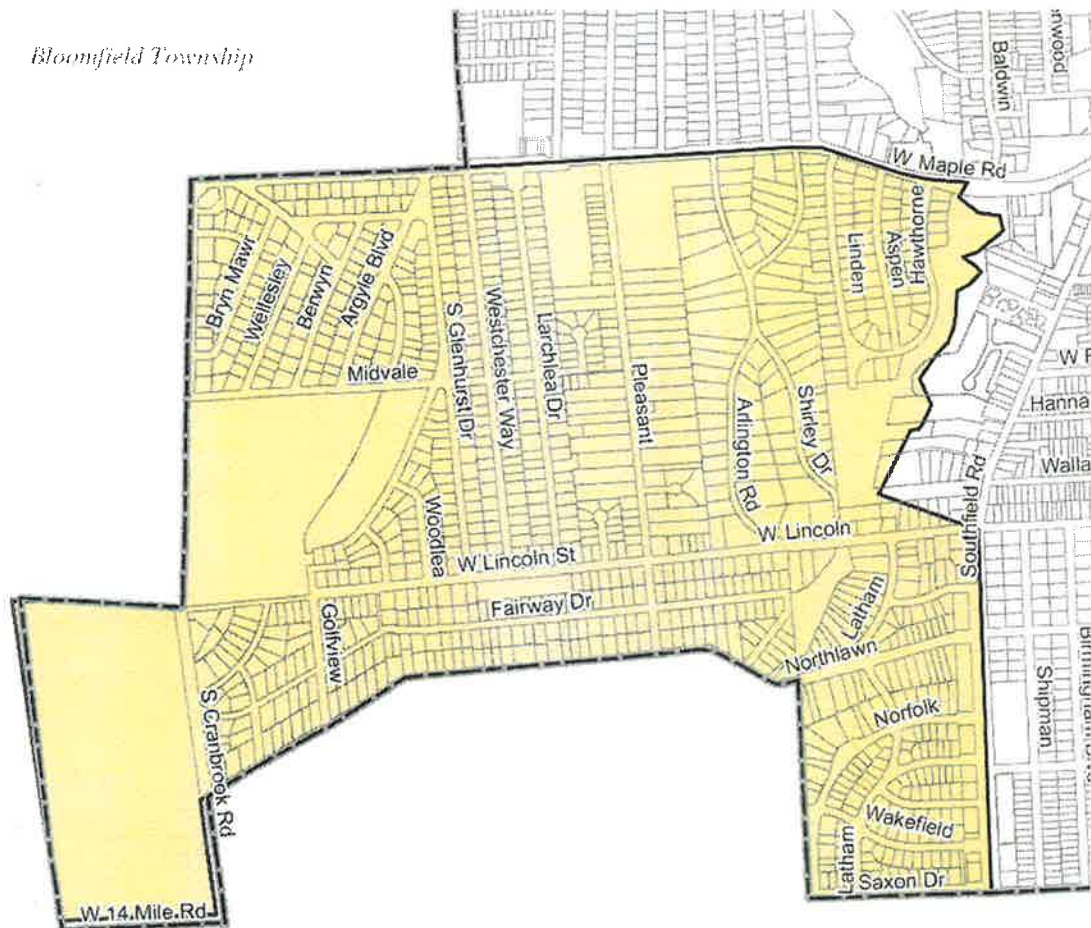


Birmingham, City of
Ben Johnson

Ben Johnson		Project Start: Main 5/16/2022		Jul 11, 2022		Jul 18, 2022		Jul 25, 2022		Aug 1, 2022		Aug 8, 2022		Aug 15, 2022		Aug 22, 2022		Aug 29, 2022						
Display Week:		#																						
TASK	ASSIGNED TO	PROGRESS	START	END																				
Project Startup and Coordination																								
RFP Process		100%	5/16/22	6/2/22																				
Contractor Selection Process		0%	6/2/22	6/8/22																				
Project Awarded		0%	6/8/22	6/15/22																				
Project Documents/Bonds		0%	6/15/22	6/25/22																				
Pre-Construction, Kick-off		0%	7/5/22	7/5/22																				
Perform Repairs																								
Trip Hazard Removal			7/5/22	8/15/22																				
Trip Hazard Removal (add'l scope)			5/31/18	6/4/18																				
Data Collection																								
As-Built's and Job Reports approved			7/5/22	8/15/22																				
Invoicing																								
Generated and submitted to City			8/1/22	8/1/22																				
Generated and submitted to City			9/1/22	9/1/22																				
Project Closure																								
Sign-off and full compliance achieved			8/31/22	9/2/22																				

MAP: Proposed 2022 work area as provided by the City of Birmingham.

Sidewalk District #5



City of Beverly Hills

Sole Source Status

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074
U.S. Patent No. 6,896,604
U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760
U.S. Patent No. 7,201,644
U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Michigan using this technology.

Invoicing

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of the project. Payment terms are net 30 days from the date work is completed unless contract states otherwise. PCC will not charge the City any additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed unit price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required by the City. This itemized list provides the City with a completely auditable summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

Summary

Precision Concrete Cutting is very interested in working with the City to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to develop a long term relationship in which we can help the City achieve its annual sidewalk maintenance objectives.

Thank you for your consideration.



Mark Bonkowski (President)

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

MBonkowski@PCCMich.com

(616) 403-1140 Office
(616) 582-5951 Fax

Ben Johnson (Business Development Manager)

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

BJohnson@PCCMich.com

(248) 606-9161 Cell
(616) 582-5951 Fax

Attachment A

The signed agreement is not required for RFP response. The full agreement will be signed and submitted if Precision Concrete is selected by the City for the project.

AGREEMENT FOR SIDEWALK TRIP ELIMINATION SERVICES

This AGREEMENT, made this _____ day of _____, 2022, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and _____, Inc., having its principal office at _____ (hereinafter called "Contractor"), provides as follows...

ATTACHMENT B

BIDDER'S AGREEMENT FOR SIDEWALK TRIP ELIMINATION SERVICES

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

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

Mark A. Bonkowski
PREPARED BY (Print Name)

June 1, 2022
DATE


AUTHORIZED SIGNATURE

President
Title

mbonkowski@pccmich.com
E-MAIL ADDRESS

Precision Concrete, Inc.
COMPANY

1896 Goldeneye Dr., Holland, MI 49424
ADDRESS

(616) 403-1140
PHONE

N/A
NAME OF PARENT COMPANY

PHONE

ADDRESS

Page 21

ATTACHMENT C
COST PROPOSAL
FOR SIDEWALK TRIP ELIMINATION SERVICES
CONTRACT #10-22(SW)

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

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 7)

Additional Bid Item section is available for Contractor if pricing structure is not suited to cover all costs to be considered in Bid. Note that deviating from basic price structure may make proposal more difficult to compare to others.

This contract is for a three (3) year period with work that starts July 1 and is to be completed by October 31 of each year. The City reserves the right to terminate the contract at its discretion and any time during the contract term if determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon written notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered up to the time of notice, subject to the contract maximum amount.

2022 COST PROPOSAL					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Sidewalk Trip Hazard Elimination	Ft	10,000	\$ 15.30	\$153,000.00
2.	Work Days	Days	30	\$ 400.00	\$12,000.00
3.	Emergency Sidewalk Trip Hazard Elimination	Ft	1,000	\$ 18.95	\$18,950.00
Total Amount					\$ 183,950.00



Attachment C

For the additional years of the contract, please provide an increase in your unit pricing based upon a percentage to account for inflation.

July 1, 2023 through October 31, 2023 7 % increase in unit pricing

July 1, 2024 through October 31, 2024 7 % increase in unit pricing

Firm Name Precision Concrete, Inc.

Authorized Signature  Date 06/01/2022

ATTACHMENT D

IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR SIDEWALK TRIP ELIMINATION SERVICES

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

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

Mark A. Bonkowski June 1, 2022
PREPARED BY (Print Name) DATE

 mbonkowski@pccmich.com
AUTHORIZED SIGNATURE E-MAIL ADDRESS

President
TITLE

Precision Concrete Cutting, Inc.
COMPANY

1896 Goldeneye Dr., Holland, MI 49424 (616) 403-1140
ADDRESS PHONE

N/A
NAME OF PARENT COMPANY PHONE

80-0183496
ADDRESS



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 Schoenherr Road
Shelby Township, MI 48315

586.726.1234
www.aewinc.com

June 21, 2022

Scott Zielinski, P.E., Assistant City Engineer
City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

Reference: Sidewalk Trip Hazard Elimination Services
City of Birmingham
Contract No. 10-22(SW)
AEW Project No. 0221-0057

Dear Mr. Zielinski:

On June 2, 2022, bids were accepted for the Sidewalk Trip Hazard Elimination Services contract. This project has been set up as a three (3) year contract with work in the first year to begin at any time and be completed no later than October 31, 2022 and work in the 2023 and 2024 construction seasons to start no earlier than May 1 and be completed no later than October 31 within each year. Only one (1) bid was received from Precision Concrete Cutting of Holland, Michigan as follows based upon unit pricing and the same quantity of work provided for each construction season:

2022 Construction Season - \$183,950.00
2023 Construction Season - \$195,980.00 (7% increase in unit pricing)
2024 Construction Season - \$208,900.00 (7% increase in unit pricing)

This project involves the elimination of sidewalk trip hazards by grinding existing concrete where vertical displacement of greater than 0.5 inches and less than 1.25 inches. Vertical displacements that exist greater than 1.25 inches will require full removal and replacement of sidewalk as part of the City's annual Sidewalk Repair Program. For the 2022 construction season, the majority of this work will take place in Sidewalk Maintenance District No. 5 roughly bounded by Maple Road to the north, Southfield Road to the east, 14 Mile Road to the south and Cranbrook Road to the west. Locations in the 2023 and 2024 construction seasons are to be determined at a later date.

Precision Concrete Cutting has successfully performed this work for the City of Birmingham continuously for the past several years and the City has been very pleased with their performance. Therefore, based upon the bid submitted and past experience, we recommend that the Trip Hazard Elimination Services contract be awarded for the



Scott Zielinski, P.E.
June 21, 2022
Page 2

three (3) year period per the bid received to Precision Concrete Cutting, Inc. of 1896 Goldeneye Drive, Holland, Michigan 49424.

If you have any questions or require any additional information, please feel free to contact me at any time.

Sincerely,

R. Ryan Kern, P.E.
Project Manager

Enclosures: Bid Tabulation

cc: James Surhigh, P.E., Consulting City Engineer, City of Birmingham
Chris Morton, Senior Engineering Technician, City of Birmingham

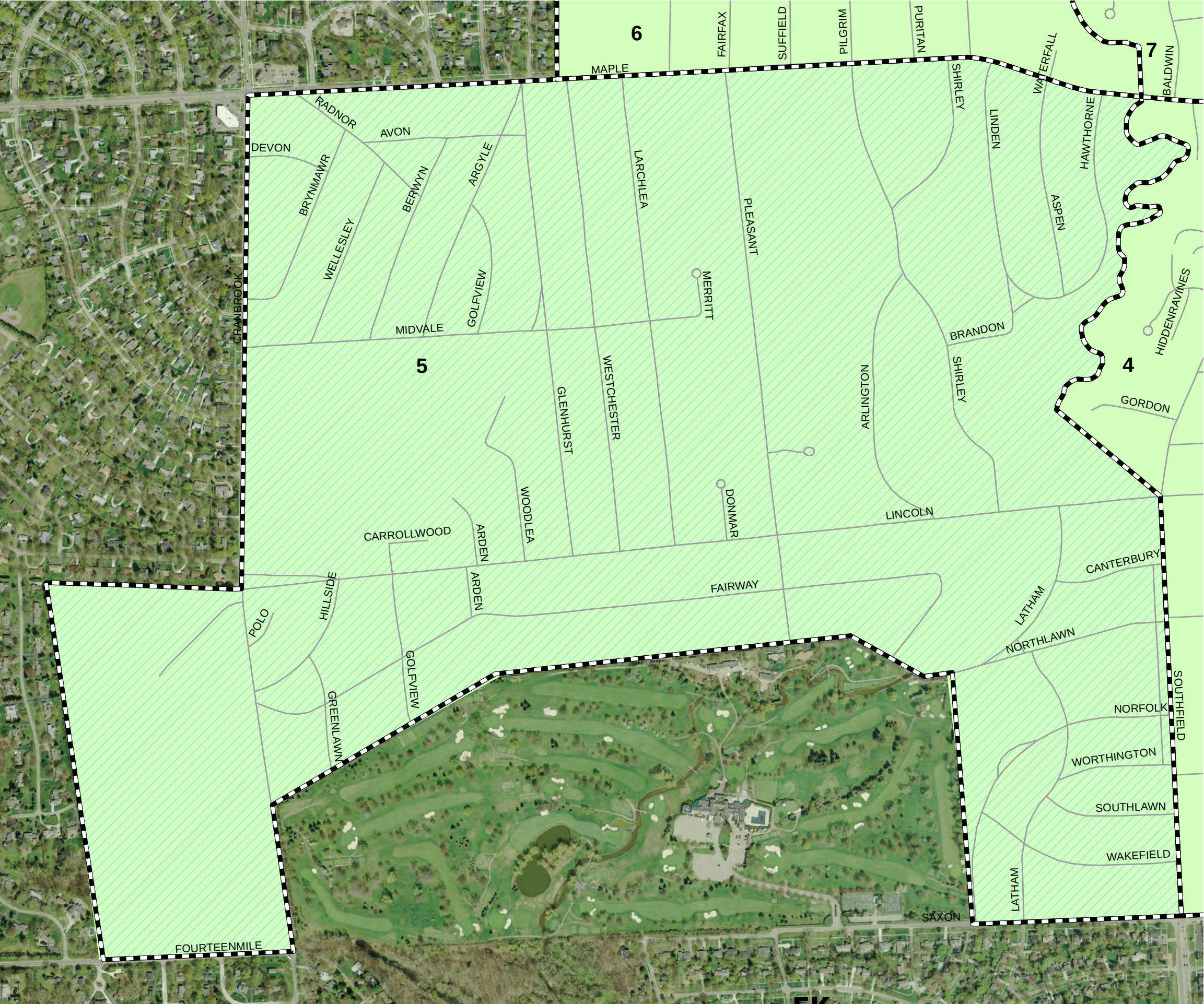


TABULATION OF BIDS
CITY OF BIRMINGHAM

SIDEWALK TRIP HAZARD ELIMINATION SERVICES
AEW PROJECT NO. 0221-0057

Precision Concrete Cutting, Inc.
1896 Goldeneye Drive
Holland, Michigan 49424

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
2022 CONSTRUCTION SEASON					
1.	Sidewalk Trip Hazard Elimination	10,000	LF	15.30	153,000.00
2.	Work Days	400	DAY	30.00	12,000.00
3.	Emergency Sidewalk Trip Hazard Elimination	1,000	LF	18.95	18,950.00
TOTAL AMOUNT BID:					183,950.00
2023 CONSTRUCTION SEASON					
1.	Sidewalk Trip Hazard Elimination	10,000	LF	16.37	163,700.00
2.	Work Days	400	DAY	30.00	12,000.00
3.	Emergency Sidewalk Trip Hazard Elimination	1,000	LF	20.28	20,280.00
TOTAL AMOUNT BID:					195,980.00
2024 CONSTRUCTION SEASON					
1.	Sidewalk Trip Hazard Elimination	10,000	LF	17.52	175,200.00
2.	Work Days	400	DAY	30.00	12,000.00
3.	Emergency Sidewalk Trip Hazard Elimination	1,000	LF	21.70	21,700.00
TOTAL AMOUNT BID:					208,900.00

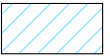


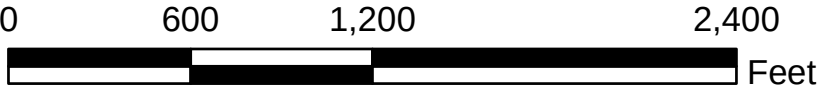
5K



2022 SIDEWALK TRIP HAZARD ELIMINATION PROGRAM

Legend

-  Sidewalk Program Districts
-  Area 5



1 inch = 633 feet

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.

The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

Data Sources: Oakland County GIS Utility, City of Birmingham

SIDEWALK TRIP ELIMINATION SERVICES

CONTRACT #10-22(SW)



CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT

AEW Project No. 0221-0057

Prepared By:



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234



**REQUEST FOR PROPOSALS
For TRIP ELIMINATION SERVICES**

Sealed proposals endorsed **"SIDEWALK TRIP ELIMINATION SERVICES – CONTRACT #10-22(SW)"**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until June 2, 2022 at 2:00pm after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified contractors to provide services to eliminate sidewalk trip hazards in the locations as specified herein and/or by the City Engineer. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Intergovernmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: Scott Zielinski, P.E., Assistant City Engineer.

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

Submitted to MITN:	May 16, 2022
Deadline for Submissions:	June 2, 2022 by 2:00 PM Eastern Standard Time
Contact Person:	Scott Zielinski P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: 248.530.1838 Email: szielinski@bhamgov.org



REQUEST FOR PROPOSALS
For SIDEWALK TRIP ELIMINATION SERVICES

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INTRODUCTION

For purposes of this request for proposals, the City of Birmingham will hereby be referred to as “City” and the private firm will hereby be referred to as “Contractor.” References to the “sidewalk system” shall generally refer to the City’s public sidewalk system, and more specifically the trip elimination district, as outlined in the attached map under Attachment E.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified firms to provide services to improve the City’s sidewalk system, including the review and elimination of trip hazards due to vertical joint displacements greater than 0.5 inch and less than 1.25 inches, in the most clean and efficient manner, with the least impact to vehicular and pedestrian traffic. Displacements encountered that are greater than 1.25 inches will be repaired under traditional concrete sidewalk replacement methods, and are not considered a part of this contract.

The determination of the award of this contract will not be made solely based on the lowest cost bid. Each bidder is required to prepare written details of the procedures used to repair vertical joint displacements of the sidewalk system greater than 0.5 inch (trip hazards) and less than 1.25 inches, including but not limited to listing its: Certifications, processes, schedule, cleanup methods, recycling, road/sidewalk closure requirements, and cost. References from other similar customers, such as municipalities, are most relevant, and shall be submitted for consultation.

Pricing, cleanliness, speed, and accuracy, with minimal impacts to vehicular and pedestrian traffic will all be reviewed during the bid evaluation process. Minimal impact upon the adjacent property and existing landscaping will also be considered.

This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the bid evaluation process, the City reserves the right where it may serve the City’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations to City staff as part of the evaluation.

It is anticipated the selection of a firm will be completed by June 8, 2022. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. The City shall have the right to negotiate final payment terms, expectations, and specifications with the successful Contractor prior to the final signing of said Agreement. Contract services will commence upon execution of the service agreement by the City. All work referenced within this Agreement shall be satisfactorily completed prior to final payment.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide sidewalk trip hazard elimination of the City's sidewalk system in the area as designated in the RFP.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than June 2, 2022 by 2:00 PM Eastern Standard Time to:

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

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"SIDEWALK TRIP ELIMINATION SERVICES"**. Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Scott Zielinski, Assistant City Engineer at szielinski@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. Each respondent shall review the Scope of Work and include in his or her proposal the following items:
 - a. Technical specifications of his or her processes and methods to correct vertical sidewalk joint deficiencies;
 - b. Ability to access sidewalk work areas without driving equipment on adjacent lawns;
 - c. Cleanup process;

- d. Vehicular and pedestrian traffic maintenance practices;
 - e. Work schedules/timeframes to complete work;
 - f. Cost details to complete the work, including unit pricing per foot of sidewalk joint trip hazard elimination;
 - g. Written statement and photographs as to the condition that the walking surface will be left in upon completion of the proposed treatment;
 - h. Any other pertinent information to be used in the City's bid evaluation.
- 5 The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder based upon the City's determination of the evaluation of the value of its processes in combination with lowest price and the contract will require the completion of the work pursuant to these documents.
 - 6 Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
 - 7 Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and email address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

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

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of the response to this RFP including a demonstrated understanding of the enclosed scope of work and the City's sidewalk system.
4. Overall Costs.
5. Processes/Methods of completing the work.
6. Cleanup process.
7. Details of impacts to vehicular and pedestrian traffic.
8. Details of work schedule and efficiency of completing the work.
9. Details of condition of walking surface upon completion.
10. Statement of understanding that if concrete is inadvertently damaged during process, such as an unexpected fracture, then the Contractor shall become responsible for traditional concrete removal and replacement.
11. Statement clarifying if there are any existing sidewalk conditions that would represent a special situation that would result in the Contractor refusing to perform the trip elimination hazard treatment, and if so, what conditions

would be applicable. (Note that the City will not suggest this treatment on any fractured concrete slabs.)

12. Statement of understanding that the elimination of all existing trip hazards as specified within the Contract shall be completed no later than October 31 for each year of the contract or the Contractor shall be fined an amount of \$400 per calendar day until such trip hazards are successfully removed.
13. Other pertinent information provided by the Contractor.
14. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion and any time during the three (3) year contract term should it be determined that the services provided do not meet the specifications contained herein or for no cause, with 30 days written notice. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered up to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn by the Contractor up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. The Contractor will not exceed the timelines established for the completion of this project.
7. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B - p. 18)

- b. Cost Proposal (Attachment C - p. 19)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 21)
 - d. Agreement (p. 12 – only if selected by the City).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 8).
4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
5. Provide a list of sub-contractors and their qualifications, if applicable.
6. Provide three (3) client references from past projects, include current phone numbers and e-mail addresses. At least two (2) of the client references should be for projects of similar scope.
7. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline. Contractor shall be aware that all trip elimination hazard work shall be 100% complete within the designated work area no later than October 31 of each year of the contract.

CITY RESPONSIBILITY

The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage,

Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

SCOPE OF WORK

This section shall constitute the Scope of Work and the Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

1. Project Coordination & Management: The Contractor shall attend a preconstruction meeting with the City staff prior to starting work to review the work plan, procedure, and any concerns that either party may have. The Contractor shall coordinate with designated City staff regarding schedule, deliverables and the scope of work. The Contractor shall provide a list of personnel to work on the project prior to commencement of work, including field supervisors and technicians. The designated field supervisor shall be always present during work operations.
2. Emergency Contacts/Safety Plan: Prior to commencement of the work, the Contractor shall submit a list of emergency contacts and safety plan to the City Engineer.

3. Perform Repairs: The Contractor shall remove vertical displacements of 0.5 inch to 1.25 inches, all inclusive, on existing sidewalk joints, using methods acceptable to the City that comply with current ADA specifications, under the following conditions:
- a. Concrete panel/slab must be free of chipped, cracked, scaled or spalled concrete, and is not less than half of its standard thickness.
 - b. Displacement repair shall not be performed on vertical displacements greater than 1.25 inches unless otherwise approved by the City.
 - c. The work area will mostly be confined to the area of the City defined on the map in Attachment E. The sidewalks within the subject work area boundary have been inspected and the list of locations will be provided to the Contractor upon the Notice of Award. There may be additional locations throughout the City, outside the subject work area, that may be required for completion under this Contract at the direction of the City Engineering Department. Most are on local streets, but some exist on major roads. No extra payment shall be provided to the Contractor for extra costs that may be incurred for performing these services on major roads. If the process employed by the Contractor requires blocking a lane of traffic for safety, all such additional costs shall be included in the proposal, and all such work shall be performed on Saturdays only.
 - d. Displacement repair shall be at an existing joint or score cut of sidewalk that has not been previously repaired.
 - e. Displacement repair shall not leave ridges, holes, grooves, cuts, stray marks, or otherwise deface panels, and shall not require filling of any material that deteriorates or breaks apart over time.
 - f. Any damage to adjacent areas, including but not limited to lawns, trees, landscape, adjacent panels/slabs/bricks, walls, buildings, etc., caused by the work, shall be at the Contractor's expense.
 - g. Displacement repair shall not cause displacement, separation or movement of adjacent undamaged panels.
 - h. Slab removal/replacement is prohibited.
 - i. Grinding, chipping, pulverization or other destructive methods that damages or defaces panels are prohibited.
 - j. Displacement repair must meet American Disabilities Act (ADA) requirements in terms of slope and coefficient of friction. Repaired surface slopes shall not exceed 1/12 and shall have essentially the same or slightly rougher texture as the undamaged portion of adjacent panels.
 - k. Displacement repair must be neat, smooth and uniform in appearance and leave zero point of vertical differential between slabs over the full width of the raised sidewalk to eliminate the trip hazard. Any panels inspected that do not meet these criteria afterward shall be repaired as required, at the Contractor's expense.
4. Equipment & Cleanup: The City reserves the right to inspect and approve or reject the Contractor's equipment and processes used in performing the repairs

including cleanup of the work area, and as part of the work, the Contractor shall be responsible for the following:

- a. Any cutting equipment used shall be of the type that is able to cut flush to ground and/or working at any angle to perform the work in tight working spaces, around obstacles, along buildings, walls or fences, etc., without causing damage to the adjacent work areas or panels.
 - b. Clean up of the repair area and disposing or recycling of debris and dust generated from the repair shall be performed immediately after repair, in the cleanest manner to minimize spreading of dust. Blowing of debris and dust shall be prohibited, and operations shall maintain a safe environment for the public and adjacent work areas at all times.
 - c. In no way shall operations cause the creation of wet/slippery surfaces or a mix of dust, debris and water (slurry) from the repairs and cleanup. Also, the Contractor shall submit a work plan to address mitigation of runoff caused by rain, irrigation, or other unexpected water sources during repair operations, prior to construction.
 - d. All disposal shall be performed in accordance with applicable laws. Submit disposal manifest records to City.
 - e. The Contractor shall endeavor to not damage any private property, such as landscape features, shrubs, trees, or irrigation equipment. Any damage noted shall be repaired to the City's and adjacent owner's expectations.
5. Traffic Maintenance/Storage: Vehicular and pedestrian traffic must be maintained at all times in a safe manner. The Contractor shall submit a plan to maintain access to roads, sidewalks and driveways to the City prior to construction. Also, equipment storage and contractor parking shall be in designated areas as approved by the City. Work on private property shall not be permitted without written permission from the landowner. The Contractor shall not have access to storage in the right-of-way, other than to park road legal vehicles in designated areas, with the understanding that such storage shall be moved on a regular basis, and not left in the same area on a routine basis.
6. Schedule: Generally, the work shall begin in accordance with this Contract. Contractor shall submit a schedule to complete the work to the City prior to construction. Contractor shall schedule daily operations to minimize disruption to the public, in accordance with this RFP.
7. Daily Work Items/Invoicing/Additional Services: The Contractor shall log all work completed on a daily basis. Quantities shall be agreed upon with the City's Field Inspector on a daily basis. A monthly invoice shall be submitted for the work that details quantities by day, per location, expressed in inch-feet of displaced joints repaired. Any work outside of the area of scope of work shall not be performed without written authorization from the City.

8. Work Coordination Clause: The Contractor shall be responsible for coordinating completion of the work with others performing construction that may be ongoing within the project limits, including but not limited to utility companies, home builders, or other City contracts, etc.
9. Bonds: The selected Contractor shall supply a Payment Bond and Performance Bond to the City using the forms included in Appendix F, valued at the value of the Contract.
10. Payment for Services: As referenced in Appendix C, the Contractor shall be paid for services based on a price per linear foot of trip hazard eliminated. For example, if a five foot wide sidewalk is lifted such that work is needed across its full width, the Contractor shall be paid for five linear feet. If a sidewalk is lifted on an angle such that only three of the five feet is lifted to the point that it meets the criteria, then the Contractor shall work on the three feet needing repair, and be paid for a total of three feet at that location. The Contractor shall also indicate the number of work days that will be needed to complete the work, assuming each work day that the Contractor is on site, Monday through Saturday, as needing some supervision and interaction on the part of the City staff. Adjustments up or down shall be modified by a percentage up or down, and the number of work days shall be modified by the same percentage. If the Contractor works more days than that estimated, the Contractor shall be charged \$400 per work day. If the Contractor works less days than that estimated, and successfully completes the Contract, then they shall be paid a bonus of \$400 per work day.
11. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

ATTACHMENT A
AGREEMENT FOR SIDEWALK TRIP ELIMINATION SERVICES

AGREEMENT FOR SIDEWALK TRIP ELIMINATION SERVICES

This AGREEMENT, made this _____ day of _____, 2022, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Precision Concrete Cutting, Inc., having its principal office at 1896 Goldeneye Drive, Holland, Michigan 49424 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham has heretofore advertised for bids for the procurement and performance of services required to perform sidewalk repair services to eliminate sidewalk trip hazards of the City's sidewalk system and provide associated mapping deliverables of the repairs, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform sidewalk repair services to eliminate sidewalk trip hazards of the City's sidewalk system.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform sidewalk repair services to eliminate sidewalk trip hazards of the City's sidewalk system and the Contractor's cost proposal dated June 2, 2022 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$183,950.00, as set forth in the Contractor's 2022 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement with or without cause upon written notice and in accordance with the proposal. This contract is for a three (3) year period with work that starts July 1 and is to be completed by October 31 of each year. The City reserves the right to terminate the contract at its discretion and any time during the contract term if determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon written notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage,

the City agrees to pay Contractor for services rendered up to the time of notice, subject to the contract maximum amount.

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

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

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

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

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

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written

consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

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

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the

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

- E. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- F. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- G. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal", shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- H. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Pollution Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- I. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- J. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

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

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

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

City of Birmingham
Attn: Scott Zielinski
151 Martin Street
Birmingham, MI 48009
248.530.1836

CONTRACTOR
Precision Concrete Cutting, Inc.
1896 Goldeneye Drive
Holland, MI 49424
616.403.1140

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

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

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

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

PRECISION CONCRETE CUTTING, INC.

By: [Signature]

Its: PRESIDENT

WITNESSES:

[Signature]

Bonnie Bonkowski

CITY OF BIRMINGHAM

State of Michigan
County of Ottawa

By: _____

Theresa Longe

Its: Mayor

Subscribed and sworn to before me on
this 29th day of June, 2022
by Lori L. Khodl
prove to me on the basis of satisfactory
Evidence to be the person(s) who
Appeared before me

By: _____

Alexandria Bingham

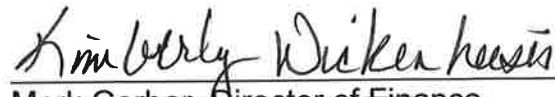
Its: City Clerk

Signature Lori L. Khodl
Acting in the County of Ottawa
My Commission expires
May 12, 2024

(Seal)

Approved:


James Surhigh, P.E., City Engineer
(Approved as to substance)


~~Mark Gerber, Director of Finance~~
(Approved as to financial obligation)
Kimberly Wickenheiser / Assistant Finance Director


Mary Kucharek, City Attorney
(Approved as to form)


Thomas Markus, City Manager
(Approved as to substance)

ATTACHMENT B

BIDDER'S AGREEMENT
FOR SIDEWALK TRIP ELIMINATION SERVICES

ATTACHMENT B

**BIDDER'S AGREEMENT
FOR SIDEWALK TRIP ELIMINATION SERVICES**

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

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

Mark A. Bonkowski
PREPARED BY (Print Name)

June 1, 2022
DATE


AUTHORIZED SIGNATURE

President
Title

mbonkowski@pccmich.com
E-MAIL ADDRESS

Precision Concrete, Inc.
COMPANY

1896 Goldeneye Dr., Holland, MI 49424
ADDRESS

(616) 403-1140
PHONE

N/A
NAME OF PARENT COMPANY

PHONE

ADDRESS

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ATTACHMENT C
COST PROPOSAL
FOR SIDEWALK TRIP ELIMINATION SERVICES
CONTRACT #10-22(SW)

ATTACHMENT C
COST PROPOSAL
FOR SIDEWALK TRIP ELIMINATION SERVICES
CONTRACT #10-22(SW)

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

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 7)

Additional Bid Item section is available for Contractor if pricing structure is not suited to cover all costs to be considered in Bid. Note that deviating from basic price structure may make proposal more difficult to compare to others.

This contract is for a three (3) year period with work that starts July 1 and is to be completed by October 31 of each year. The City reserves the right to terminate the contract at its discretion and any time during the contract term if determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon written notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered up to the time of notice, subject to the contract maximum amount.

2022 COST PROPOSAL					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Sidewalk Trip Hazard Elimination	Ft	10,000	\$15.30	\$153,000.00
2.	Work Days	Days	30	\$ 400.00	\$12,000.00
3.	Emergency Sidewalk Trip Hazard Elimination	Ft	1,000	\$18.95	\$18,950.00
Total Amount					\$ <u>183,950.00</u>

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Attachment C

For the additional years of the contract, please provide an increase in your unit pricing based upon a percentage to account for inflation.

July 1, 2023 through October 31, 2023 7 % increase in unit pricing

July 1, 2024 through October 31, 2024 7 % increase in unit pricing

Firm Name Precision Concrete, Inc.

Authorized Signature  Date 06/01/2022

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ATTACHMENT D

**IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR SIDEWALK TRIP ELIMINATION SERVICES**

ATTACHMENT D

**IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR SIDEWALK TRIP ELIMINATION SERVICES**

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

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

Mark A. Bonkowski June 1, 2022
PREPARED BY (Print Name) DATE

 mbonkowski@pccmich.com
AUTHORIZED SIGNATURE E-MAIL ADDRESS

President
TITLE

Precision Concrete Cutting, Inc.
COMPANY

1896 Goldeneye Dr., Holland, MI 49424 (616) 403-1140
ADDRESS PHONE

N/A
NAME OF PARENT COMPANY PHONE

80-0183496
ADDRESS

ATTACHMENT E

MAP OF SIDEWALK TRIP ELIMINATION DISTRICT

ATTACHMENT F
REQUIRED BONDS

SIDEWALK TRIP ELIMINATION SERVICES - CONTRACT #10-22(SW)PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned

_____ as Principal,

and _____ as Sureties,
are hereby held and firmly bound unto the CITY OF BIRMINGHAM, MICHIGAN in the

sum of _____ Dollars (\$_____),
in lawful money of the United States, for the payment of which we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns

this _____ day of _____, 2022

WHEREAS, the above bounded Principal has entered into a certain written
contract with the above named City of Birmingham, Michigan dated _____ day of

_____, 2022 for the construction of _____

which contract is hereby referred to and made a part hereof as fully and to the same
extent as if the same were entirely written herein,

AND THE SAID SURETY, for value received, hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to
the work to be performed thereunder of the specifications accompanying the same shall
in anywise affects its obligations on this bond, and it does hereby waive notice of any
such change, extension of time, alteration or addition to the terms of the contract, or to
the work or to the specifications.

NOW, THEREFORE, the condition of the above obligation is such that if the
Principal shall fully perform the annexed contract according to the terms thereof, or as
such terms may be changed or modified by mutual agreement, and shall guarantee all
work furnished against all defects and incidental damage to other property for a period of
one (1) year following final acceptance of the work, then this obligation shall be void,
otherwise the same shall remain in full force and effect.

This Bond is provided in compliance with and subject to the provisions of Act 213 of the Public Acts of Michigan for 1963, as amended by Act 351 of the Public Acts of Michigan for 1972, also known as MCL §129.201 et. seq.

WITNESSED:

Principal

SIDEWALK TRIP ELIMINATION SERVICES – CONTRACT #10-22(SW)
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ of the _____
hereinafter called the "Principal" and _____
_____ hereinafter called the "Surety", are held and firmly
bound unto those persons known as "Claimants", as defined in MCL §129.206(6)
supplying labor or materials to the Principal or his subcontractors and the prosecution of
the work provided for in a certain Contract by and between the City of Birmingham and
the Principal in the sum of _____ Dollars
(\$ _____), in lawful money of the United States, for the payment
whereof, we bid ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally this _____ day of _____,
A.D., 2022.

WHEREAS, the above named Principal has entered into a Contract with the
CITY OF BIRMINGHAM, MICHIGAN dated the _____ day of _____, A.D., 2022,
wherein said principal has covenanted and agreed as follows, to wit:

To furnish all the labor and materials _____

and,

WHEREAS, this Bond is given in compliance with and subject to the
provisions of Act No. 213 of the Public Acts of Michigan for 1963, as amended by Act.
No. 351 of the Public Acts of Michigan for 1972, also known as MCL §129.201 et seq.

NOW, THEREFORE, the condition of the above obligation is such that if all
persons or claimants as defined in Public Act 213 of 1963 supplying labor or materials to
the principal contractor or his subcontractors in the prosecution of the work provided for
in the contract are paid, the obligation of this Bond shall be void; otherwise, it shall be in
full force and effect.

CITY OF BIRMINGHAM

PAYMENT BOND
130-2

WITNESSED:

Principal

SURETY



MEMORANDUM

City Manager's Office

DATE: July 6, 2022

TO: Thomas M. Markus, City Manager

FROM: Jana Ecker, Assistant City Manager

SUBJECT: Addendum to RH Coordination Agreement

INTRODUCTION:

This construction season there are two major construction projects on S. Old Woodward between Brown Street and Daines Street, the City's road reconstruction project and construction of the RH building. Given the complexities involved in ensuring the coordination required for the construction of the RH building at the same time the City will be reconstructing S. Old Woodward, City staff recommended an agreement between the parties to outline the rights and obligations of both the City and RH in connection with the use of S. Old Woodward, E. Brown Street and Daines Street rights of way and the reconstruction of S. Old Woodward.

BACKGROUND:

RH is the owner of the property located at 300 - 394 S. Old Woodward Avenue, where RH will demolish two existing buildings and construct a new four (4) story building commencing in the spring of 2022 with a planned completion date of fall 2024 . All construction on the RH Parcel will be completed by Sachse Construction. The RH property's eastern border runs parallel with and adjacent to S. Old Woodward, the northern border runs parallel with and adjacent to E. Brown Street, and the southern border runs parallel with and adjacent to Daines Street. S. Old Woodward, E. Brown Street and Daines Street are all public rights of way owned by the City of Birmingham. The City plans to remove the road surface, all utilities and the streetscape on S. Old Woodward from E. Brown Street south to Landon Street during the 2022 construction season, install new water and sewer lines, and reconstruct the road and streetscape.

In order to construct the RH building, it is necessary for RH and Sachse to secure a construction staging area for storage and staging during construction, which will include the RH Parcel and a portion of the S. Old Woodward, E. Brown Street and Daines Street rights of way. In order to construct the City's S. Old Woodward project, it will be necessary for the City to use the Daines Street roadway as a City staging area.

As RH and/or Sachse will be occupying a portion of the S. Old Woodward right of way during the City's construction period, it will be necessary for RH and/or Sachse to perform a complete reconstruction of the roadway and streetscape being used as a construction staging area at their cost, once construction of the RH building is complete.

On April 25, 2022, the City Commission approved an agreement with RH and Sachse Construction for the coordination of construction activities and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

As the construction has progressed with both the RH project and the City's S. Old Woodward project, several issues have come up that require minor amendments to the previously approved Coordination Agreement. The proposed changes are as follows:

- The City will now allow RH and/or Sachse to use the portion of the roadway on Daines Street abutting the RH parcel for construction staging during the construction period of the City Road Project, with certain conditions (Recital D, Section 2);
- The City and RH and/or Sachse agree to an amended Logistics Plan, with conditions as noted, and RH and/or Sachse agree to be responsible for any and all repairs to Daines Street that may be required due to the use of Daines by RH and/or Sachse west of the City Road Project boundary (Section 7); and
- The City agrees to install a manhole structure at the NW corner of the intersection of Daines Street and S. Old Woodward, and to install a storm sewer from this structure under Daines Street to the western edge of the City Road Project on Daines and provide a cap for RH and/or Sachse to make a future storm sewer connection for the RH building. All material costs for the storm sewer pipe and cap are to be paid by RH to the City for the installation of the storm sewer on Daines. RH and/or Sachse agrees to install new curb, gutter, sidewalk and asphalt roadway on Daines Street abutting the RH Parcel after the completion of all construction on the RH Parcel (Section 11).

LEGAL REVIEW:

The City Attorney has reviewed and approved the proposed Addendum to the Coordination Agreement between the City, RH and Sachse Construction. The City Attorney has also reviewed this memo and the suggested resolution and has no objection as to form and content.

FISCAL IMPACT:

The Addendum to the previously approved Coordination Agreement maintains all of the requirements contained in the original Coordination Agreement and also requires RH and/or Sachse to pay all material costs for the storm sewer pipe and cap now proposed on Daines, and requires RH and/or Sachse to install new curb, gutter, sidewalk and asphalt roadway on Daines Street abutting the RH Parcel after the completion of all construction on the RH Parcel, at their expense.

PUBLIC COMMUNICATIONS:

There have been numerous public meetings discussing the proposed RH building and the S. Old Woodward Reconstruction Project. The City has met with representatives of RH and Sachse to discuss the logistics plans and coordination efforts.

SUMMARY:

City staff recommends that the City Commission approve the attached Addendum to the previously approved Coordination Agreement with RH and Sachse Construction to ensure a well coordinated construction season for S. Old Woodward in 2022.

ATTACHMENTS:

- Addendum to and Original Coordination Agreement approved on April 25, 2022

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve an Addendum to the Coordination Agreement with RH and Sachse Construction to alter Recital D, and Sections 2, 7, and 11 of the original agreement approved on April 25, 2022.

ADDENDUM TO CONSTRUCTION STAGING AREA AND CONSTRUCTION COORDINATION AGREEMENT

THIS ADDENDUM is to amend and update the **CONSTRUCTION STAGING AREA AND CONSTRUCTION COORDINATION AGREEMENT** ("the Agreement") executed on 6/29, 2022 by and between the **CITY OF BIRMINGHAM**, a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, MI 48009 ("City"), **RESTORATION HARDWARE**, a Michigan Corporation, whose address is 15 Koch Rd., Corte Madera, CA. 94925 ("RH") and **SACHSE CONSTRUCTION & DEVELOPMENT**, a Michigan Corporation, whose address is 260 E. Brown Street, Birmingham, MI 48009 ("Sachse").

3663 Woodward Avenue, Suite 500 Detroit, MI 48201

This Addendum has become necessary to update the terms of the Agreement as construction progresses on both RH's construction project and the City's S. Old Woodward construction project. This Addendum shall rescind the following portions of the Agreement dated ___, 2022 and shall replace the respective sections as follows:

RECITAL D:

The City will allow RH and/or Sachse to use the portion of the roadway on Daines Street abutting the RH parcel for construction staging during the construction period of the City Road Project. However, in order to construct the City Road Project, it will be necessary for the City to occupy a portion of the Daines Street roadway from time to time approximately 35' west of the southeast corner of the proposed RH building. RH and/or Sachse agrees that they will vacate any portion of the Daines Street roadway for brief periods upon 3 days written notice by the City, to allow the City to complete any infrastructure or roadway construction on Daines Street. The City will allow RH and/or Sachse to utilize the sidewalk portion of the right of way along Daines Street during the entire City Road Project construction period. The City shall allow RH and/or Sachse to use the Daines Street roadway with the provision that no construction traffic will be permitted on Daines Street west of the RH Parcel.

SECTION 2:

Construction Staging Area. The City shall permit RH and/or Sachse to utilize public property along E. Brown Street, S. Old Woodward and Daines Street as a CSA in accordance with Exhibit C. RH and/or Sachse shall be responsible, at their own expense, for the removal of DTE street lighting in the CSA on S. Old Woodward, and for the installation and maintenance of signs, barricades, fencing, and gates to enclose the CSA and to prohibit access to the staging area by the public. RH and/or Sachse shall utilize Yodock 2001MB barricades with 6' high chain link fencing with privacy screening mounted on the fencing to enclose each CSA. Appropriate signage shall be erected indicating that the staging area is closed to the public and directing pedestrians to alternate access

routes. The barriers and signage shall not be constructed until requisite approvals and permits are given and issued by the City, and thereafter shall be constructed in accordance with applicable laws, ordinances, and regulations and the drawing marked as Exhibit D.

SECTION 7:

Vehicular Circulation and Ingress/Egress. RH and/or Sachse shall require all construction and related vehicles to follow the ingress/egress plan attached as part of the Logistics Plan attached as Exhibit D. In accordance with this plan, there shall be no left turn onto Brown Street from the RH Parcel, nor any left turns from eastbound Brown Street onto S. Old Woodward. RH and/or Sachse shall install a "No Left Turn" sign for eastbound Brown Street at Woodward, and a warning sign of the "No Left Turn" at E. Brown Street must be installed on E. Brown at Pierce Street. The City shall allow RH and/or Sachse to use the Daines Street roadway, with the provision that no construction traffic will be permitted on Daines Street west of the RH Parcel. RH and/or Sachse will be responsible for any and all repairs to Daines Street that may be required due to the use of Daines by RH and/or Sachse west of the City Road Project boundary.

SECTION 11:

Condition of Daines Street and E. Brown Street Rights of Way at Expiration of Agreement. RH agrees that the City will install a manhole structure at the northwest corner of the intersection of Daines and S. Old Woodward, and will install a 15" - 18" storm sewer from this structure under Daines Street to the western edge of the City Road Project on Daines and provide a cap for RH and/or Sachse to make a future storm sewer connection for the RH building. All material costs for the storm sewer pipe and cap are to be paid by RH to the City for the installation of the storm sewer on Daines. The City agrees to cover the cost of the installation of an appropriately sized manhole structure at the northwest corner of the intersection of Daines and S. Old Woodward, and to pay for the labor, supplies and installation of the asphalt/concrete paving of Daines Street to the western edge of the City Road Project. RH and/or Sachse agrees to install new curb, gutter, sidewalk and asphalt roadway on Daines Street abutting the RH Parcel after the completion of all construction on the RH Parcel. Unless otherwise agreed by the parties, at the conclusion of the term of this Agreement, RH and/or Sachse shall remove all barricades, signs, equipment, construction materials, and debris from the CSA located on E. Brown Street and the CSA located on Daines Street. RH and/or Sachse to return the E. Brown Street right of way to its original condition, including repair of any harm to City property.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, enter into this Agreement effective on the date above written.

RESTORATION HARDWARE

By: Joseph Traficante
Its: Director

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 29 day of June, 2022, before me personally appeared Joseph Traficante who acknowledged that with authority on behalf of Restoration Hardware to do so he/she signed this Agreement.

M. Clements
Notary Public

Macomb County, Michigan

Acting in Oakland County, Michigan

My commission expires: March 9, 2024

M. CLEMENTS
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Mar 9, 2024
ACTING IN COUNTY OF Oakland

SACHSE CONSTRUCTION &
DEVELOPMENT

By: Kenn Blind
Its: VP, 6/29/2022

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 29 day of June, 2022, before me personally appeared Kenn Blind, who acknowledged that with authority on behalf of Sachse Construction & Development to do so he/she signed this Agreement.

M. Clements
Notary Public

Macomb County, Michigan

Acting in Oakland County, Michigan

M. CLEMENTS
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
3 MY COMMISSION EXPIRES Mar 9, 2024
ACTING IN COUNTY OF Oakland

My commission expires: March 9, 2024

CITY OF BIRMINGHAM:

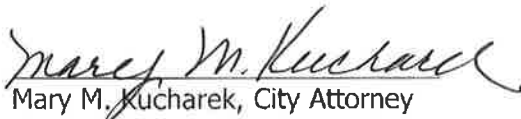
By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

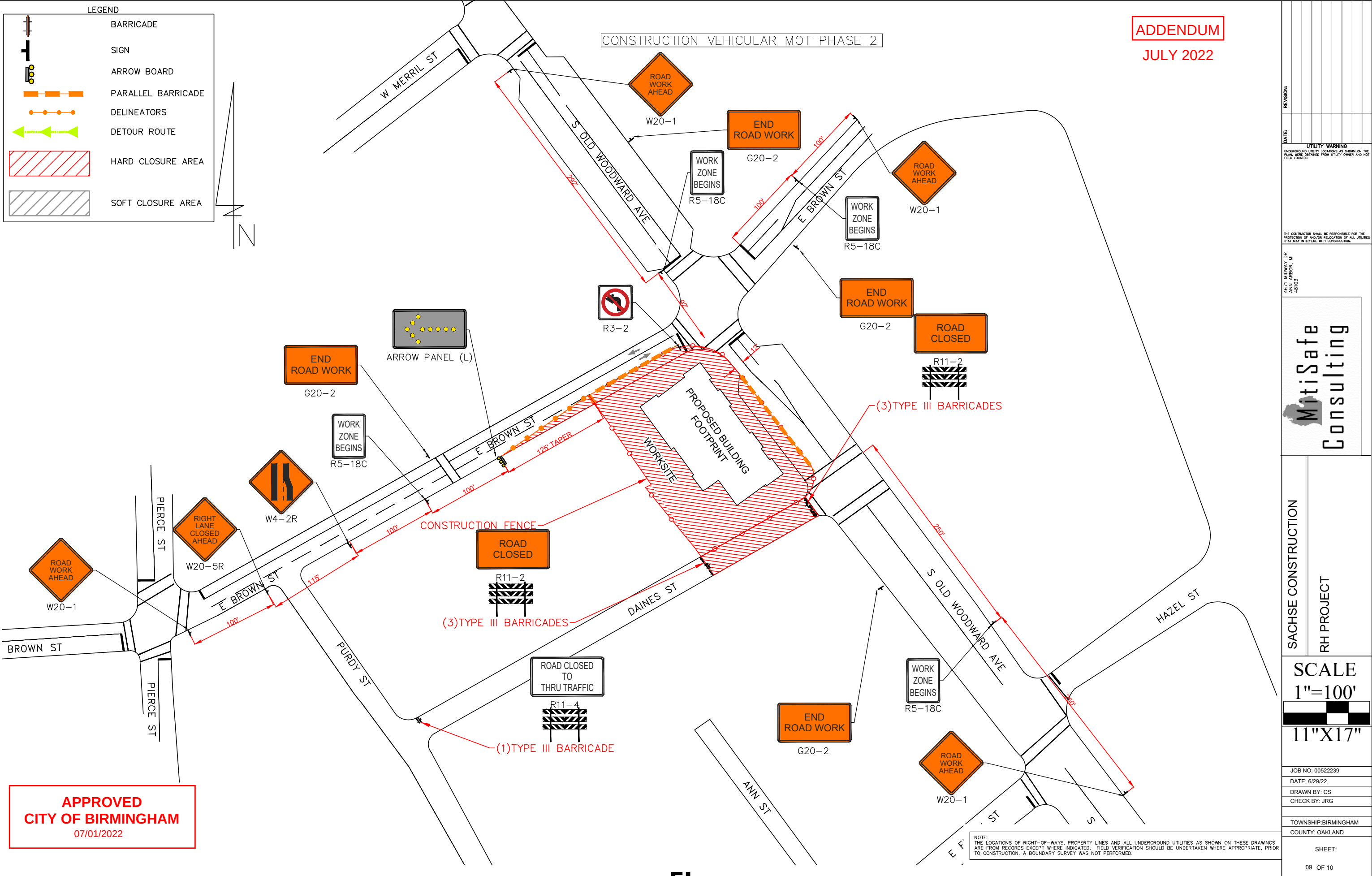
APPROVED:

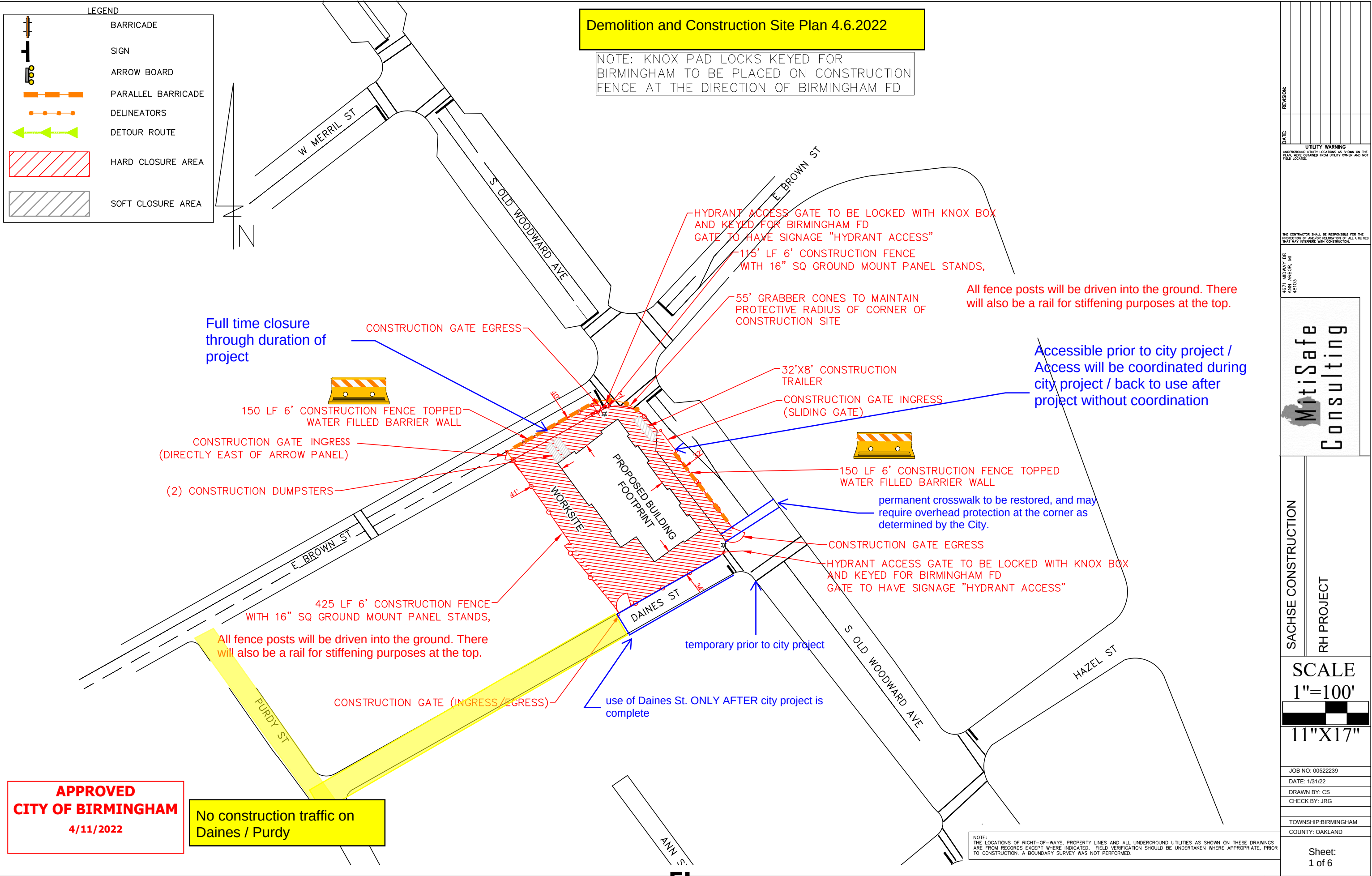

Thomas M. Markus, City Manager
(Approved as to substance)


Jana L. Ecker, Assistant City Manager
(Approved as to substance)


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


Bruce Johnson, Building Official
(Approved as to substance)

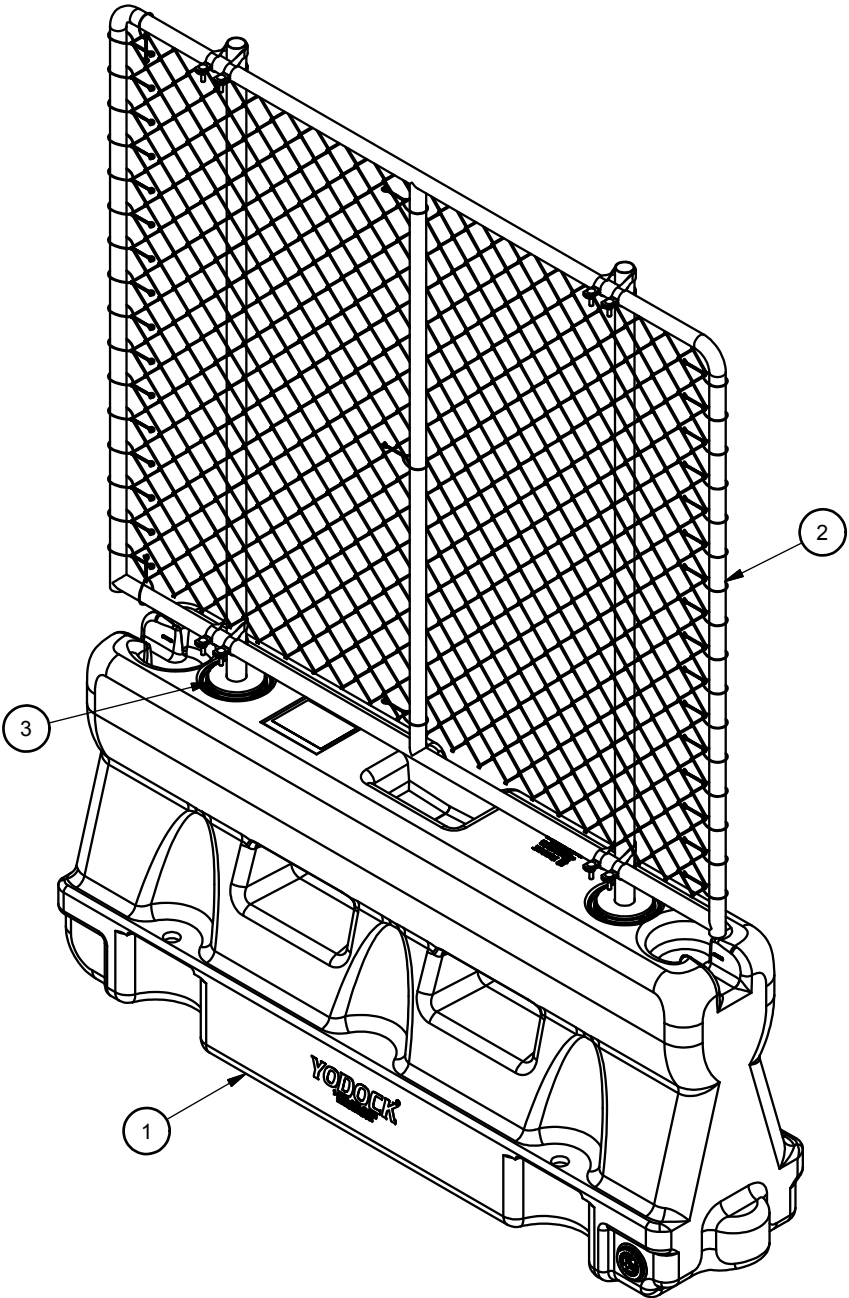
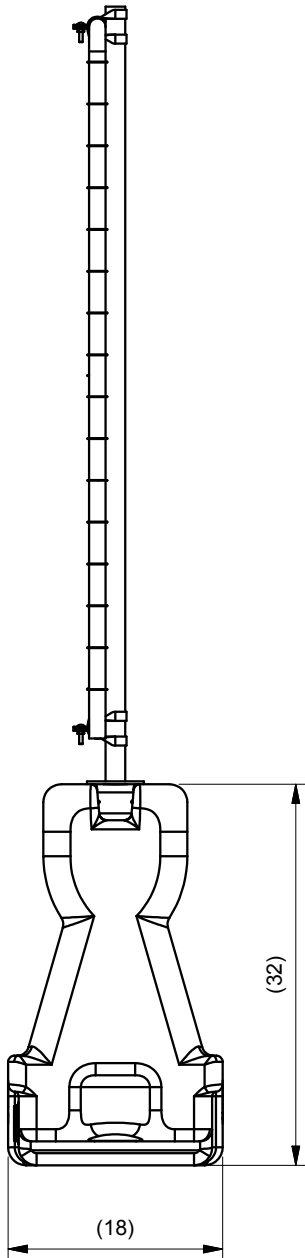
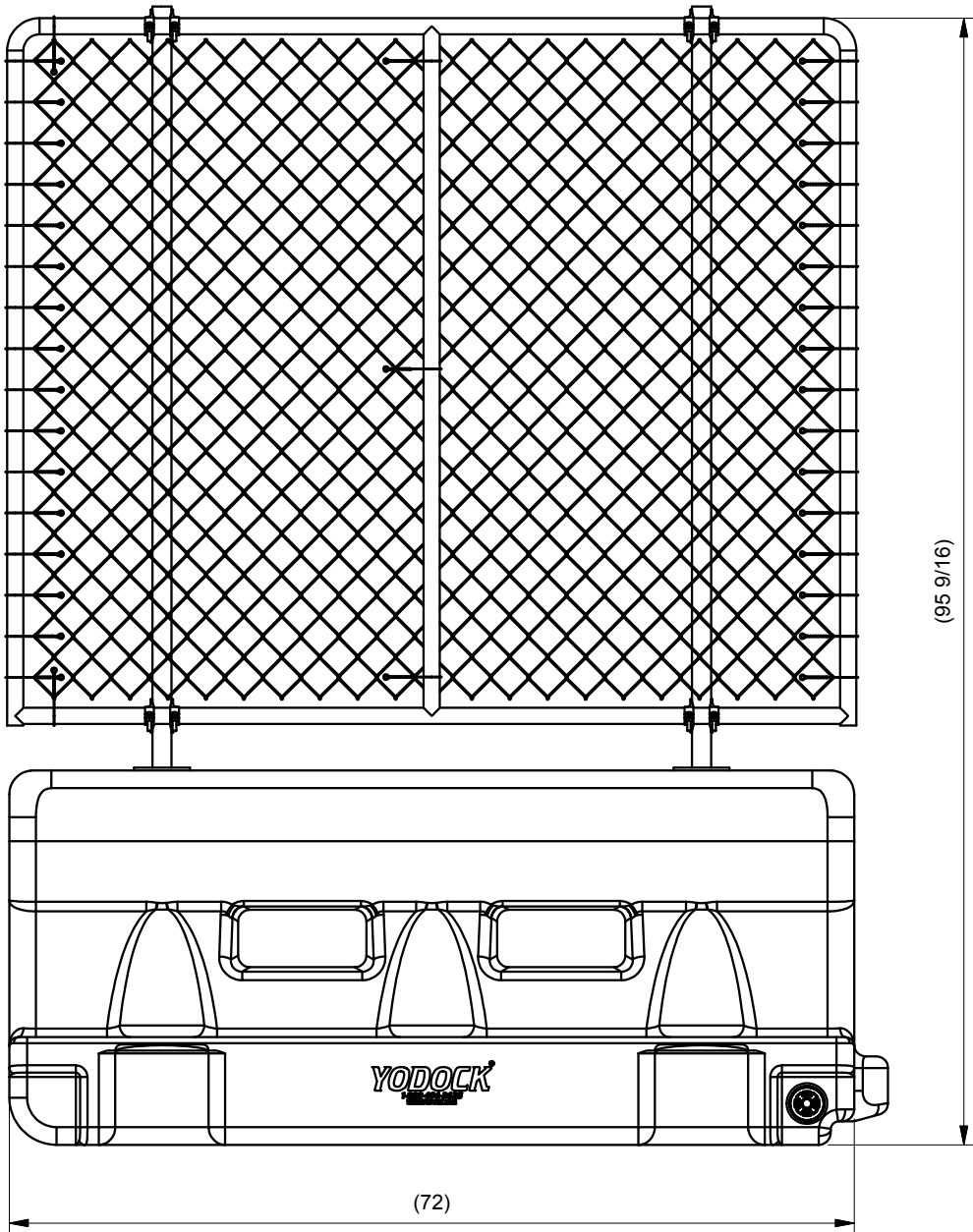






PARTS LIST			
ITEM	STOCK NO.	DESCRIPTION	QTY.
1	148002	YODOCK 2001MB - ORANGE	1
2	118735	SP TRINITY PANEL	1
3	118620	BUSHING,RUBBER,1.68X4.25X1.5	2

3.15.22 - Birmingham Green fabric screen to be installed on all fencing.



APPROVED

CITY OF BIRMINGHAM

4/11/2022

MATERIAL: SEE PARTS LIST	DRAWN: D. Kohfeld	DATE: 10/30/2013	TOLERANCES PER QMS-SF-001, UNLESS OTHERWISE SPECIFIED.					YODOCK BARRIER 2001MB W/ FENCE PANEL										
	CHECKED: AVB	DATE: 10/30/2013																
FINISH: N/A	UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN INCHES. DIMENSIONS ACCORDING TO ASME Y14.5M-1994 UNLESS OTHERWISE SPECIFIED.					DO NOT SCALE DRAWING							148158	-	1 of 1			
	Revision					ECO	Date									Rev	By	Chk.
ESTIMATED WEIGHT: 134.94 lbmass																		

5L

Yodock® 2001MB

The Yodock® 2001MB Barricade is a plastic, water-filled Longitudinal Channelizing Device (LCD) used for traffic and pedestrian channelization, road and street closures, or perimeter fencing for vertical construction. When deployed as an LCD, the units are attached end-to-end using a plastic coupler.

Additional application specific accessories are also available for the Yodock® 2001MB Barricade.

Applications

- Construction & Temporary Work Zones
- Longitudinal Channelizing Device
- Perimeter Fencing
- Airport Construction & Maintenance
- Parking Facilities
- Municipal & Public Utilities
- Security Checkpoints
- Events & Crowd Control
- Parks & Recreational Facilities

Features

- Lightweight system enables convenient positioning by hand.
- Can be accessorized for longitudinal barrier, perimeter fencing, road closure, and temporary sign support applications.
- Stackable for more efficient transportation and storage.
- Made of High Density Polyethylene (HDPE).
- Convenient forklift access for maneuverability.
- Available in custom colors.

FHWA Eligibility

MASH

- Longitudinal Channelizing Device (LCD); Test Level 2

NCHRP 350

- Longitudinal Channelizing Device (LCD)
- Work Zone Barricade
- Temporary Sign Support
- Longitudinal Barrier
(When used with Steel Rail Kit)

Specifications

- 6' Length
- 18" Width
- 32" Height
- Empty Weight: 85 lbs.

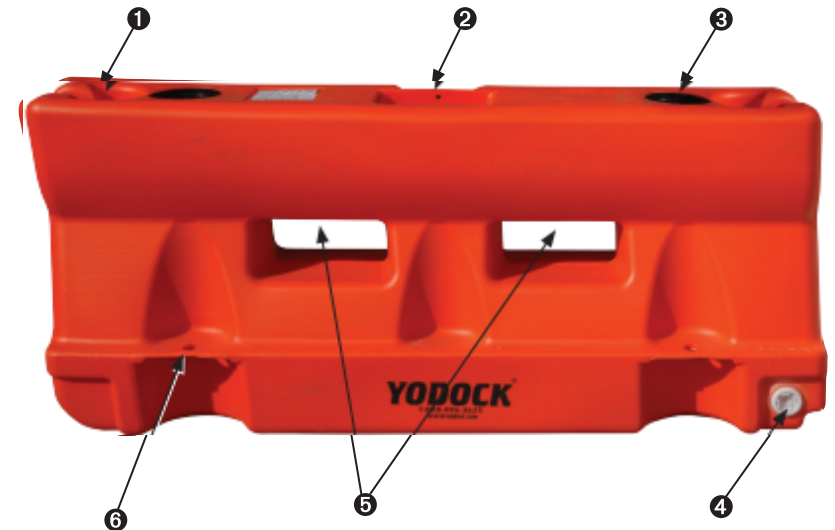
MASH

- Ballast Capacity: 60 gal.
- Ballasted Weight: 583 lbs.

NCHRP 350

- Ballast Capacity: 100 gal.
- Ballasted Weight: 900 lbs.

- ❶ Interlocking Coupler
- ❷ Light Box Recess
- ❸ Fill Hole
- ❹ Drain Holes
- ❺ Forklift Access
- ❻ Tie Down Flanges



An original  YODOCK® product.

Distributed by:



5L

10-21

TrinityHighwayRentals.com
1.888.496.3625



PREVIOUSLY APPROVED AGREEMENT (WITHOUT ALL ATTACHMENTS)

CONSTRUCTION STAGING AREA AND CONSTRUCTION COORDINATION AGREEMENT

THIS CONSTRUCTION STAGING AREA AND CONSTRUCTION COORDINATION AGREEMENT ("the Agreement") is made this 19th day of April, 2022 by and between the **CITY OF BIRMINGHAM**, a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, MI 48009 ("City"), **WOODWARD DEVELOPMENT, LLC**, a Delaware Corporation, whose address is 15 Koch Road, Corte Madera, 94925 ("RH") and **SACHSE CONSTRUCTION & DEVELOPMENT**, a Michigan Corporation, whose address is 260 E. Brown Street, Birmingham, MI 48009 ("Sachse")

RECITALS

- A. RH is the owner of the property located at 300 S. Old Woodward Avenue, Birmingham, ("the Parcel") upon which RH will demolish two existing buildings and construct a new four (4) story building that will include one underground parking level, three floors of retail space and a restaurant on the fourth floor ("the Building") commencing in the spring of 2022 with a planned completion date of fall 2024 . The Parcel's eastern border runs parallel with and adjacent to S. Old Woodward, the Parcel's northern border runs parallel with and adjacent to E. Brown Street, and the Parcel's southern border runs parallel with and adjacent to Daines Street. The legal description of the RH Parcel is attached as Exhibit A.
- B. S. Old Woodward, E. Brown Street and Daines Street are all public rights of way owned by the City of Birmingham. The City plans to remove the road surface, all utilities and the streetscape on S. Old Woodward from E. Brown Street south to Landon Street during the 2022 construction season, install new water and sewer lines, and reconstruct the road and streetscape ("City Road Project") in accordance with the plans shown in Exhibit B.
- C. All construction on the RH Parcel will be completed by Sachse Construction. Representatives of RH and Sachse Construction have met with the City to coordinate the construction activities related to the Building and the City Project. In order to construct the Building, it will be necessary to secure a Construction Staging Area ("the CSA") for storage and staging during construction, which will include the RH Parcel and a portion of the S. Old Woodward, E. Brown Street and Daines Street rights of way as shown in Exhibit C.
- D. In order to construct the City Road Project, it will be necessary for the City to use the Daines Street roadway as a City staging area. The City will therefore not allow RH and/or Sachse to use any portion of the roadway on Daines Street for any construction staging during the construction period of the City Road Project. The City will allow RH and/or Sachse to utilize the sidewalk portion of the right of way along Daines Street during the City Road Project construction period. The City shall allow RH and/or Sachse to use the Daines Street roadway once the City Road Project is completed, with the provision that no construction traffic will be permitted on Daines Street west of the RH Parcel.

- E. As RH and/or Sachse will be occupying the portion of the CSA located in the S. Old Woodward right of way during the City Road Project construction period, it will be necessary for RH and/or Sachse to perform a complete reconstruction of the roadway and streetscape in this portion of the CSA, at their cost, after construction of the Building is complete in accordance with the plans detailed in Exhibit B. In exchange, the City will not bill the RH Parcel for the roadway and streetscape improvements through the Special Assessment District.
- F. Given the complexities involved in ensuring the coordination required for the construction of the Building on S. Old Woodward between E. Brown and Daines Street at the same time the City will be constructing the City Road Project in this area, the parties now desire to enter into this Agreement to set forth their respective rights and obligations in connection with the use of S. Old Woodward and E. Brown Street rights of way for purposes of the CSA.

THEREFORE, the Parties agree as follows:

1. Recitals. The Recitals above are hereby incorporated into and made a part of this Agreement.
2. Construction Staging Area. The City shall permit RH and/or Sachse to utilize public property along E. Brown Street, S. Old Woodward and Daines Street as a CSA in accordance with Exhibit C. RH and/or Sachse shall be responsible, at their own expense, for the removal of DTE street lighting in the CSA on S. Old Woodward, and for the installation and maintenance of signs, barricades, fencing, and gates to enclose the CSA and to prohibit access to the staging area by the public. RH and/or Sachse shall utilize Yodock 2001MB barricades with 6' high chain link fencing with privacy stripping mounted on top to enclose each CSA. Appropriate signage shall be erected indicating that the staging area is closed to the public and directing pedestrians to alternate access routes. The barriers and signage shall not be constructed until requisite approvals and permits are given and issued by the City, and thereafter shall be constructed in accordance with applicable laws, ordinances, and regulations and the drawing marked as Exhibit D.
3. Maintenance of CSA. RH and/or Sachse shall maintain the CSA in a secure and safe condition throughout the term of this Agreement. All water valves and storm and sanitary manholes within the CSA shall be accessible to the City or its contractors at all times for operation and maintenance. Placing any materials or parking any vehicles or equipment over the manholes or valve boxes is prohibited. Fire hydrants shall be accessible to the Birmingham Fire Department, and a three (3) foot clear zone around the fire hydrant must be maintained at all times, except for any fire hydrant that the City agrees should be removed and the supply capped (both at RH's expense) for reinstallation once the Building is completed. The Birmingham Fire Department may require, and RH and/or Sachse shall install signage over the fire hydrants on the fencing to indicate "hydrant." "Knox" padlocks

keyed for Birmingham, Michigan will be required for CSA fencing gate access. These locks will be married with an ordinary padlock and chain for emergency access. RH and/or Sachse is further responsible to contact the provider(s) of other utility, energy or telecommunication lines to ensure that access to those providers' lines is not adversely affected during this time.

4. Construction Site Enclosure. RH and/or Sachse shall provide building plans that detail the actual distances to scale between the Building and the construction barriers for each stage of the demolition and construction. Compliance with Sec. 3306 of the Michigan Building Code must be demonstrated for barrier placements. Barrier placements must be placed in a manner to protect pedestrians from any and all construction activity. Construction fencing and barriers are permitted on City property in the locations shown on the approved Logistics Plan attached as Exhibit D. RH and/or Sachse shall obtain a written agreement from the owner of the private property to the west for erecting construction fencing and barriers on that property.
5. Construction Crane Placement. RH and/or Sachse shall obtain approval from the City for the location of the base of the crane, which shall be determined and agreed upon by the City prior to the commencement of any construction activity. The crane must not be on City property, and any portion of the base located on the property to the west of the RH Parcel shall require a written agreement from that property owner. Should any portion of the crane project into any other private or public air space, RH and/or Sachse shall obtain written agreement from the necessary property owners.
6. Building Construction Oversight. RH and/or Sachse acknowledges that there shall be periodic safety checks at the construction site by the City to ensure Code compliance. RH and/or Sachse agree to provide contact information for a locally residing project manager prior to any work commencing.
7. Vehicular Circulation and Ingress/Egress. RH and/or Sachse shall require all construction and related vehicles to follow the ingress/egress plan attached as part of the Logistics Plan attached as Exhibit D. In accordance with this plan, there shall be no left turn onto Brown Street from the RH Parcel, nor any left turns from eastbound Brown Street onto S. Old Woodward. RH and/or Sachse shall install a "No Left Turn" sign for eastbound Brown Street at Woodward, and a warning sign of the "No Left Turn" at E. Brown Street must be installed on E. Brown at Pierce Street. The City shall allow RH and/or Sachse to use the Daines Street roadway once the City Road Project is completed, with the provision that no construction traffic will be permitted on Daines Street west of the RH Parcel. RH and/or Sachse will be responsible for any needed repairs to Daines Street that may be required due to the use of Daines by RH and/or Sachse.
8. Pedestrian Circulation. RH and/or Sachse shall ensure pedestrian route signage is installed in accordance with the pedestrian plan attached as part of the Logistics Plan attached as Exhibit D. RH and/or Sachse agree to provide a temporary crosswalk to be placed along the south side of Daines prior to the start of the City Road Project. After the City Road

Project is completed, RH and/or Sachse agree to place the crosswalk on the north side of Daines back into service, and to ensure that construction activities on the RH Parcel and in CSA do not affect the safe operation of this crosswalk. This may require a covered walk space due to the proximity of the work.

9. Road Closures. RH and/or Sachse shall inform the City of any temporary street or lane closures throughout the entirety of the project, and obtain the required permits for closure. RH and/or Sachse shall coordinate with adjacent property owners to minimize the closure of lanes and for public protection. RH road closures shall be coordinated with City project closures. The City will work with RH and/or Sachse to identify any items to be removed during construction of the City Road Project, and RH and/or Sachse shall return said items upon completion of City Road Project.
10. Reconstruction of S. Old Woodward Right of Way. RH agrees that it will reconstruct the S. Old Woodward right of way from the property line up to the gutter flow line running parallel to the southbound S. Old Woodward driving lane, which marks the edge of the diagonal on street public parking next to the City sidewalk, at its own cost. RH and/or Sachse shall match the road elevation at the gutter pan when the on street parking area is constructed by RH and/or Sachse. The City has agreed to alter the approved streetscape plans on S. Old Woodward between E. Brown Street and Daines Street to accommodate the entrance to the Building. RH and/or Sachse shall reconstruct the S. Old Woodward right of way in accordance with Exhibit B, with the exceptions relating to the placement of street lighting, planters, street trees, on street parking and parking meters as shown in Exhibit E. RH and/or Sachse shall retain design professionals beyond the design and execution of the construction of the streetscape and shall monitor the construction to ensure that the construction of the streetscape is performed according to plan and acceptable to the City of Birmingham. The City reserves the right to approve the design professionals selected as well as the contractor who performs the work. The concrete work is highly specialized, therefore, pre-approval by the City of the list of contractors must be provided prior to construction. RH and/or Sachse shall provide the City with approved shop drawings and certifications showing compliance with the specifications provided in Exhibit E, as well as the opportunity for the City to perform inspections of all forms for streetscape items, including but not limited to, form inspections for concrete work. RH and/or Sachse shall provide the City with copies of all third party testing for items associated with the roadway and streetscape items to be installed in the CSA along S. Old Woodward.
11. Condition of E. Brown Street and Daines Right of Way at Expiration of Agreement. Unless otherwise agreed by the parties, at the conclusion of the term of this Agreement, RH and/or Sachse shall remove all barricades, signs, equipment, construction materials, and debris from the CSA located on E. Brown Street and Daines. The City shall require RH and/or Sachse to repave E. Brown and to remove and replace any curb, gutters, and sidewalks on E. Brown and any sidewalk on Daines at the sole discretion and direction of the City.
12. Term of Agreement. This Agreement shall commence on the Effective Date, provided, however, that RH and/or Sachse shall notify the City not less than seven (7) days in

advance of the date when RH and/or Sachse intends to commence construction of barricades to enclose the CSA. This Agreement shall terminate upon completion of construction of the Building, or on 12/31, 2023, whichever occurs first, subject to an automatic extension of up to 60 days upon written notice from RH and/or Sachse and agreement by the City, not less than thirty (30) days prior to termination date that an extension is necessary in order to complete the Building.

13. Insurance. RH and Sachse shall name the City as an insured or additional insure on a general liability insurance policy to be obtained and maintained by RH and Sachse for the construction of the Building providing coverage of not less than \$1,000,000 per occurrence for property damage and not less than \$1,000,000 per occurrence for injury to persons, and providing that such coverage may not be terminated or altered without at least 30 days prior written notice to the City. RH and Sachse shall maintain insurance coverage throughout the term of the Agreement in accordance with the insurance binders attached as Exhibit F.
14. Hold Harmless and Indemnification. To the fullest extent permitted by law, RH and Sachse and any entity and/or person for whom RH or Sachse 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 RH and/or Sachse, including their employees and agents, in the performance of the 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.
15. Disputes. 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 all 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 judgement upon the award of the arbitrator made pursuant to this Agreement. This Agreement shall be governed by the laws of the State of Michigan and the arbitrations 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 a suit in the Oakland County Circuit Court or the 48th District Court.

16. Permits. RH and/or Sachse shall apply for, secure and maintain all permits and approvals as may be required in accordance with all applicable laws and ordinance of the City, State of Michigan, federal agencies and any other governmental entities.
17. Default. Any violation of this Agreement may result in a Stop Work Order until compliance is achieved. Should RH and/or Sachse fail to perform any of its obligations hereunder, RH and/or Sachse shall be in default of this Agreement and the City may take any and all remedial actions including, but not limited to, completion of the work set forth in this Agreement and/or site restoration and/or termination of the Special Land Use Permit for RH. Upon default, should the City elect to perform said work, the City shall provide invoices to RH and/or Sachse for the work performed. RH and/or Sachse shall immediately reimburse the City for all costs of work performed and necessitated to the default, including attorney fees. In the event RH and/or Sachse fails to reimburse the City, or any part thereof, the City may transfer said amount to the tax roll for the RH Parcel in accordance with Section 1-14 of the Birmingham City Code.
18. Interpretation. This Agreement is to be construed and interpreted under the laws of the State of Michigan. This Agreement contains the entire agreement between the parties as to its subject matter and may not be modified or amended except in writing signed by both parties. The captions are for reference only and shall play no part in the interpretation of this Agreement. The Recitals and all attached Exhibits are integral parts of this Agreement.
19. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successor(s), but it may not be assigned by any party without the prior written consent of the other parties, which shall not be unreasonably denied. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity, which is not a party to this Agreement.
20. Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or one (1) day after being sent by overnight courier, or three (3) days after being mailed by registered mail, return receipt requested, to the following address (or any other address that is specified in writing by either party):
- | | |
|------------|--|
| To RH: | <u>Rishi Diwan, Sr Counsel Real Estate & Corporate Transactions</u>
<u>15 Koch Road, Suite J</u>
<u>Corte Madera, CA 94925</u> |
| To Sachse: | <u>Mark Nasr, General Counsel</u>
<u>3663 Woodward Ave, Suite 500</u>
<u>Detroit, MI 48201</u> |
| To City: | <u>Jana L. Ecker, Assistant City Manager</u>
<u>151 Martin Street, P.O. Box 3001</u>
<u>Birmingham, MI 48009</u> |

With copy to: Mary Kucharek, City Attorney
Beier Howlett, P.C.
3001 W Big Beaver Rd, Suite 200
Troy, MI 48084

IN WITNESS WHEREOF, the parties, by their respective authorized representatives,
enter into this Agreement effective on the date above written.

RESTORATION HARDWARE

By: Kevin Stafford
Its: Director of Construction, Gallery Development

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)



04.19.2022

On this 19TH day of APRIL, 2022, before me personally appeared
KEVIN STAFFORD who acknowledged that with authority on behalf of Restoration Hardware to
do so he/she signed this Agreement.



Notary Public

ST. CLAIR County, Michigan

Acting in WAYNE County, Michigan

My commission expires: 11/24/2022

RACHEL SOMMERS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF SAINT CLAIR
My Commission Expires Nov. 24, 2022
Acting in the County of WAYNE

**SACHSE CONSTRUCTION &
DEVELOPMENT**

By: Kevin Blind
Its: Vice President of Operations

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)



4.20.2022

On this 20TH day of APRIL, 2022, before me personally appeared
KEVIN BLIND, who acknowledged that with authority on behalf of Sachse Construction &
Development to do so he/she signed this Agreement.



Notary Public

Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: 9-2-20

RANDI K WATSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires September 2, 2021
Acting in the County of Wayne

CITY OF BIRMINGHAM:

By: [Signature]
Therese Longe, Mayor

By: [Signature]
Alexandria D. Bingham, City Clerk

APPROVED:

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

[Signature]
Jana L. Ecker, Assistant City Manager
(Approved as to substance)

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

[Signature]
Bruce Johnson, Building Official
(Approved as to substance)



MEMORANDUM

City Manager's Office

DATE: July 5, 2022

TO: City Commission

FROM: Thomas M. Markus, City Manager

SUBJECT: Next Long-Term Written Agreement with BPS and Need to have City Pursue Other Alternative Sites for Next Operations

INTRODUCTION:

The City of Birmingham along with Beverly Hills, Bingham Farms, and Franklin have all passed resolutions requesting BPS to provide a long-term written lease for Next services and operations at Midvale School. We were told by the School Superintendent that we would hear back about the lease request after the BPS strategic plan was final. The Superintendent recently communicated with the Next Executive Director and advised her that the BPS would not be able to address the Next building lease issue until after BPS completed a study on buildings capacities and possible alternative school offerings that may provide additional revenue streams to the district.

BACKGROUND:

Next has operated at Midvale School since 1995. During this period of time, Next has operated without a formal lease. Over the past eight years, BPS has had three (3) superintendents and three (3) interim superintendents. The Next Director has made requests to each of them to consider a permanent relationship which would allow Next to have a sense of permanence at Midvale. The one constant reply for BPS is to wait until the strategic plan is completed, that they need to assess the current situation, do more studies or to offer temporary solutions. Currently, the unexpected financial challenges facing BPS also complicate the future of the district and its ability to make decisions.

This lack of a definitive answer has left Next in a constant state of uncertainty. The uncertainty has prevented Next from making needed improvements to the building in order to better serve the 50+ population. To be clear, Next prefers to stay at Midvale as it has great proximity to the communities it serves and is located in a safe area in regard to ingress and egress. Approximately 70% of the members responded to a recent survey that indicated the Next location is an important reason for belonging to Next.

I recall thinking that when BPS entered into the relationship with Next that it was a very wise strategic move on the part of the school district. The seniors were brought into the BPS district

under the banner of lifelong learning and, as a result, the seniors had more reason to support the financial needs of the district.

During the extended period of time that Next awaits a decision from BPS, it would seem wise to at least evaluate what other alternative facilities or sites might be available. Knowing that the senior population and Next membership keeps growing it seems prudent for us to consider other long term possibilities for a potential relocation of Next's operation. My fear is that without addressing the needs of Next's facilities our communities may find that Next has to limit access to senior services and/or force our seniors to travel farther for senior service offerings.

LEGAL REVIEW:

Not needed at this time.

FISCAL IMPACT:

As this is only an exploration of alternative locations for Next at this time, no financial commitment is being requested.

PUBLIC COMMUNICATIONS:

Numerous staff reports have previously been made and a number of news reports have commented on this issue.

SUMMARY:

The City Commission should consider directing the City Manager to work with Next's Executive Director and Board to examine possible relocation opportunities for the Next senior services and operations.

ATTACHMENTS:

- February 8, 2022 Memo: Next Long-Term Written Agreement with Birmingham Public Schools
- City of Birmingham Resolution Concerning Next and Their Need for a Long-Term Written Agreement to House Next Services and Operate at Midvale School in Birmingham, Michigan
- Next Long Range Planning presentation

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to direct the City Manager to meet with the Next Executive Director and Board and to assist with the study of alternative facilities and/or sites for construction of Next facilities that could be considered for the long term needs of the Next operations and services.

DATE: February 8, 2022

TO: Thomas M. Markus, City Manager

FROM: Melissa Fairbairn, Assistant to the City Manager

SUBJECT: Next Long-Term Written Agreement with Birmingham Public Schools

INTRODUCTION:

The City of Birmingham is pursuing a resolution in support of Next entering a long-term written agreement with Birmingham Public Schools for their continued use of Midvale School located at 2121 Midvale Street in Birmingham, Michigan.

BACKGROUND:

Since 1978, the age 50+ population of Birmingham, Beverly Hills, Bingham Farms, and Franklin have utilized Next's recreational and support services. Next serves a membership of over 2,000 seniors who attend lifelong learning programs, fitness activities, travel opportunities, and health information sessions.

Next has operated from Midvale School through a verbal in kind agreement with Birmingham Public Schools since 1995 and occupies about one-third (1/3) of the building. Next has indicated that it would like to enter into a long term written agreement with Birmingham Public Schools for the use of the space at Midvale. Securing a long-term written agreement with BPS would allow Next to develop long range plans to make physical improvements to the building and expand the footprint of the Midvale space to meet the growing demands for its services. The City Manager requests that the City Commission approve a formal resolution in support of the creation of a written agreement between Next and Birmingham Public Schools for the use of space in Midvale School to continue the organization's senior programs.

LEGAL REVIEW:

No legal review of the resolution is necessary.

FISCAL IMPACT:

The resolution will not impact the City of Birmingham's fiscal contributions to Next. However, a long-term lease and subsequent improvements may require additional funding from the City of Birmingham and the participating neighboring jurisdictions.

PUBLIC COMMUNICATIONS:

If the City Commission adopts the formal Resolution Concerning Next and Their Need for a Long Term Written Agreement to House Next Services and Operate at Midvale School in Birmingham, Michigan, the resolution will be forwarded to the BPS School Board, BPS School Superintendent,

and the governing boards and chief administrative officers of Bingham Farms, Beverly Hills, and Franklin.

SUMMARY:

The City Manager requests that the City Commission approve a formal resolution in support of Next and Birmingham Public Schools entering into a long term written agreement for the use of Midvale School. The agreement would allow Next to develop long range plans for making physical improvements to the building and expand to meet the growing demand for services.

ATTACHMENTS:

- Resolution Concerning Next and Their Need for a Long Term Written Agreement to House Next Services and Operate at Midvale School in Birmingham, Michigan
- Next Long Range Planning presentation

SUGGESTED COMMISSION ACTION:

Make a motion adopting a formal Resolution Concerning Next and Their Need for a Long Term Written Agreement to House Next Services and Operate at Midvale School in Birmingham, Michigan.



#02-046-22

**CITY OF BIRMINGHAM
A RESOLUTION CONCERNING NEXT AND THEIR NEED FOR A LONG-TERM WRITTEN
AGREEMENT TO HOUSE NEXT SERVICES AND OPERATE AT MIDVALE SCHOOL IN
BIRMINGHAM, MICHIGAN**

At a meeting of the City Commission of the City of Birmingham, Oakland County, Michigan, held on the 14th day of February, 2022, at City Hall, 151 Martin Street, Birmingham, Michigan 48009.

PRESENT: Mayor Longe, Mayor Pro Tem Boutros, Commissioners Haig, Host, McLain, Schafer

ABSENT: Commissioner Baller

Moved by: Commissioner McLain Seconded by: Commissioner Haig

WHEREAS, Next, a non-profit 501-(c)3, is our area's version of a Senior Center serving 2,250 50-plus area residents from Birmingham, Bingham Farms, Beverly Hills, Franklin and the surrounding areas;

WHEREAS, Next is housed at Midvale School at 2121 Midvale St, Birmingham, Michigan, and;

WHEREAS, Next has occupied, without a written agreement, approximately 10,000 square feet or 1/3 of the square footage of Midvale School, since 1995 provided through the generous support of Birmingham Public Schools;

WHEREAS, Next resulted in large part from a progressive vision of the Birmingham Public Schools in the 1990s endorsing a public school philosophy of lifelong learning;

WHEREAS, the relationship between BPS and Next has proven most beneficial to both Next and BPS, by contributing to a stable tax base, providing assistance as caregivers and tutors, fostering civic involvement and stability with strong support for school bonds and millages supported by our senior population;

WHEREAS, the four communities of Birmingham, Bingham Farms, Beverly Hills and Franklin recently entered into an inter-local agreement pledging continued financial support in addition to the in-kind assistance providing the use of Midvale School by BPS;

WHEREAS, local demographic trends are similar but occurring much earlier than national demographic trends which project double digit increases in the 65 and over population resulting for the first time in our history, with people 65 and older outnumbering those 17 and younger;

WHEREAS, locally the four funding communities households with seniors will increase by more than 50% by 2045 with a significant percentage of 65+ residents living alone;

WHEREAS, Next is close to capacity in the use of their space at Midvale School;

WHEREAS, the Next Executive Director, the Birmingham Public Schools Superintendent and Birmingham City Manager have been discussing the need for a long-term written agreement (lease) between Next and BPS;

WHEREAS, the BPS School Superintendent has advised Next and the City that she would hope to address this issue during discussions expected to come about while updating the BPS Strategic Plan and would then advise us of their position regarding a long-term written agreement (lease);

WHEREAS, the BPS School Superintendent has advised Next and the City representatives that we should expect a response in May of 2022;

WHEREAS, Next and the City believe a long-term written agreement (Lease of Midvale Space) would allow Next to develop long range plans for making physical improvements to the existing building, expanding the footprint of the Midvale space for the growing demands of the Next services and to start both fundraising and financial requests to the four communities for increased financial support for such;

Therefore Be It Resolved, that the Birmingham City Commission supports Next in their request to BPS for a long-term written agreement (lease) for the use of space for the Next operation and services at Midvale School and encourages the citizens of Birmingham to communicate their support for a long-term written agreement (lease) to the Birmingham Public School Board and Superintendent, and further directs the City Clerk to forward this resolution along with an appropriate cover letter to the BPS School Board and School Superintendent and to further direct the City Clerk to forward this letter to the governing boards and chief administrative officers of Bingham Farms, Beverly Hills, and Franklin to also consider approving a similar resolution and sending it to the School Board and School Superintendent and to encourage their citizens to communicate their support as well.

Passed, adopted and approved this 14th day of February, 2022.

Ayes,
Mayor Longe
Mayor Pro Tem Boutros
Commissioner Haig

Commissioner Host
Commissioner McLain
Commissioner Schafer
Nays, None

Absent, Commissioner Baller

MOTION APPROVED.

CERTIFICATION

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, at 7:30p.m., with a quorum present.



Alexandria Bingham, City Clerk





2121 Midvale

www.BirminghamNext.org



PARTNERING COMMUNITIES

The City of Birmingham

The Village of Beverly Hills

The Village of Franklin

The Village of Bingham Farms

And we welcome all surrounding communities -
no membership required to receive support services.





Next beginnings:

Next was created out of the need for mutual support between The Birmingham Schools and area seniors. The initial vision was the idea that BPS should be an important part of the greater community, offering enrichment opportunities for learners of all ages.

In 1978, Next (formerly BASCC), opened their first office in one classroom at Derby Middle School, and \$3,000 from the City of Birmingham.

After three additional moves to other BPS locations, Next has now called the Midvale building home since 1995.



Current BPS - Next arrangements:

Next continues to utilize space at Midvale through a verbal in-kind agreement with BPS.

Next uses 10,000 square feet of the 30,000 square foot building, sharing the gym and parking lots with the Early Childhood Center.

BPS carries insurance on the building structure, maintains the grounds, provides computers and phones, and tech help if needed.

BPS pays the utilities on the building and has recently installed security cameras and a new generator driven by needs of the ECC.





Current BPS - Next arrangements continued:

Next holds general liability insurance covering the business of Next, employees, members and board members, building contents, buses, and a one million dollar policy for each of the communities we represent.

Next is responsible for all custodial services, building & office supplies including the copier, internet, and cable. Next installed and also maintains new audio visual equipment.

Next paid half of the air conditioner for the gym, as well as gym updates to the windows and wall padding.

Next covers all cosmetic improvements such as updating the bathrooms, new carpet and paint throughout, fitness studio walls, updated storage, classroom, lobby and cafe furniture, and the installation of the outdoor Fit Park.



Mission:

The purpose of Next, is to be a welcoming place that enriches the lives of our community.

We are guided by the following principles:

- To be a recognized leader in serving the community.
- Deliver lifelong learning and wellness through comprehensive, quality programming .
- Be an integral part of the larger community.
- Provide exceptional customer service.





Prior to COVID - Next was tracking for our best year yet.

Membership was over 2000 people, hours of operation were increased to include evenings and weekends. We introduced a vast variety of quality programs to include life-long learning and enrichment opportunities, health care presentations, intergenerational activities, fitness, art, travel and so many ways to stay connected.





And then COVID hit and Next looked very different.

Instead of shying away, Next made the decision in March 2020 to increase operations for the many residents that rely on Next for support services.

The Next Building has remained open to the community, offering a place of support and comfort. We made thousands of well-check calls and hundreds of home visits. With 7,200 hot meals delivered and reliable transportation offered, Next played a key role in keeping our most vulnerable population safe and healthy.



Next continues everyday to be a much needed lifeline to those who are in need of assistance in order to remain healthy, and independent.

Our comprehensive Support Services Department serves the growing needs of this expanding demographic by providing:

- Informational and referrals
- Medical equipment loans
- Meals on Wheels
- Free legal counseling
- Nutritional support & Health screenings
- Yard maintenance & minor home repairs programs
- Transportation
- Senior Housing Tours
- Flu Shot Clinic and Health Care Expo





We understand COVID is dangerous, but so is isolation. Following CDC guidelines, we resumed programming as soon as possible in June of 2020.

By offering many of our programs outside under the large tent in our shady courtyard, on Zoom and with small in-person groups, we were once again able to keep our members engaged with their community.





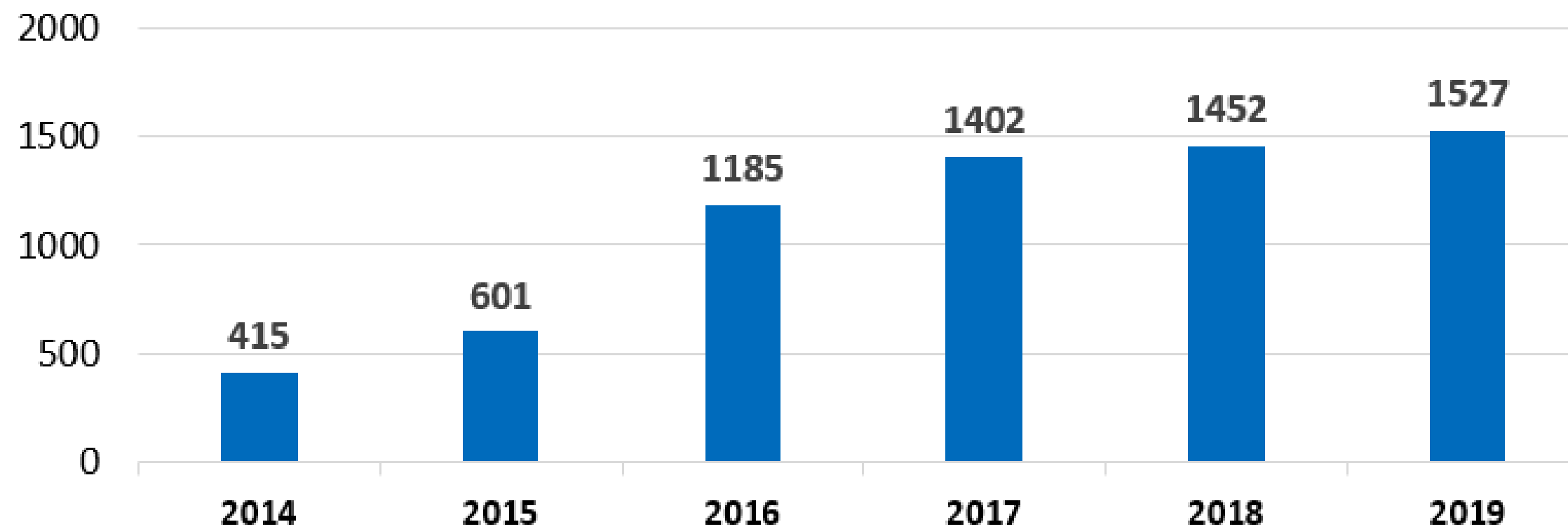
As vaccines became readily available, our operations have resumed to (almost) pre-Covid levels.

With concerts, cook-outs, day trips, more fitness, and more creative arts, members have been eager to jump right in. But most importantly, Next offers many ways to socialize; through team sports, book clubs, roundtables, card games and celebrations - being with friends in a warm, caring environment is the foundation of what we do.

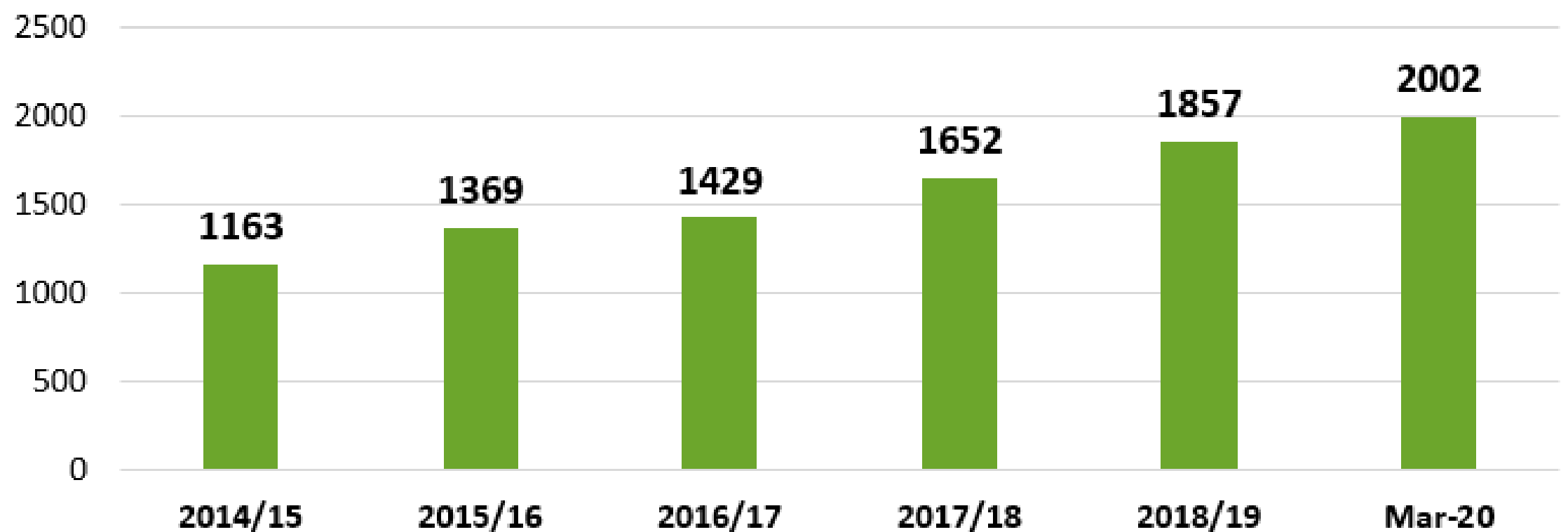




Next Program Attendance for a Typical Week



Next Membership





Next building capacity:

Next is using their current building well, close to full capacity, but that unfortunately means Next is unable to offer all it should for Birmingham seniors. The physical space is no longer adequate, putting our community at a cross road.

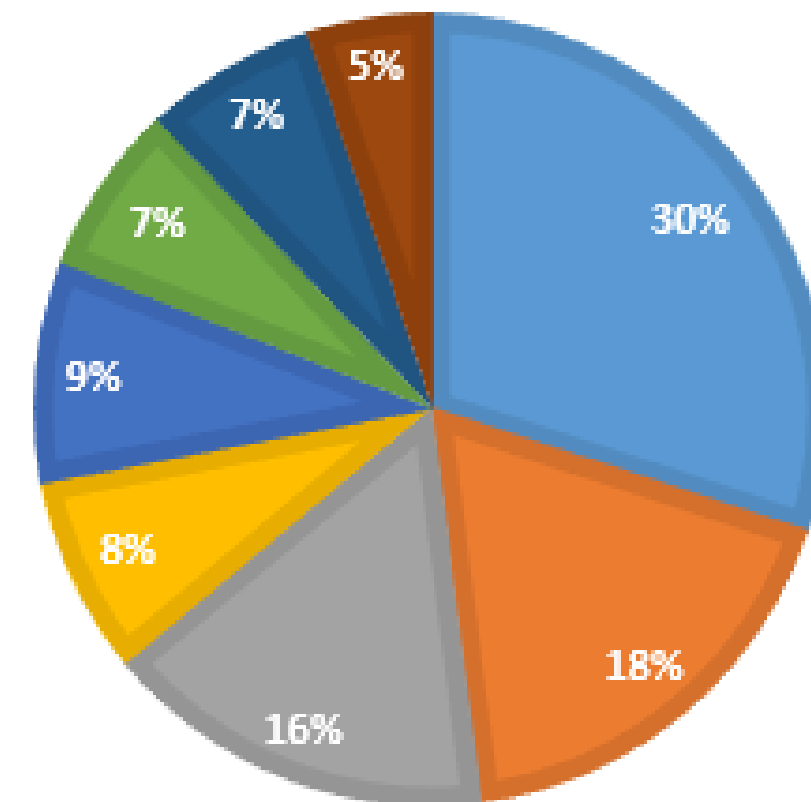
Next is an inclusive, warm and welcoming center where residents want to gather. But in order to continue to meet the growing needs, and desires of this very wide and diverse demographic, one that is reshaping our population, we need to come together and make concrete plans for the future.



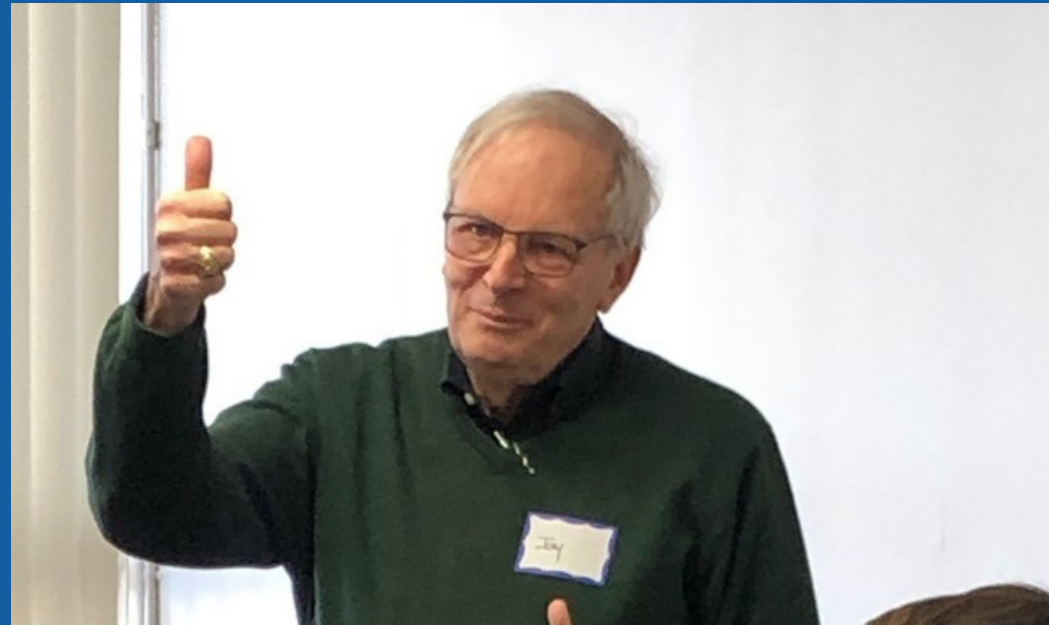
At Next, we are proud of serving the growing 50 plus population in our community. We are armed with an entrepreneurial spirit and a dynamic approach to addressing community issues.

APPROXIMATE ANNUAL BUDGET

- | | | | |
|-------------|------------|-------------|----------------|
| In-Kind | Municipal | Fundraisers | Transportation |
| Program Fee | Membership | Grants | Sponsors |



Next is not taxpayer supported, and relies on a diverse revenue stream to support its day-to-day operations. Philanthropy is key to keeping our programs and services growing and thriving while ensuring accessibility to all who want to participate.



Board Of Directors:

Jay Reynolds- President
Don Brundirks - Treasurer
Lori Soifer - Past President

Marcia Wilkinson- Vice President
David Underdown - Secretary

Community Representatives:

Rock Abboud - Beverly Hills
Ken Marten - Bingham Farms
Anne Cron - Birmingham Schools

Mike Seltzer - Franklin
Pierre Boutros - Birmingham

Board Members:

Paul Buckles
Greg Burry
Sandy Debicki
George Dilgard
Stuart Jeffares
Bob Koenigsknecht
Julie Mandich

Elaine McLain
Ed Pugh
Eileen Pulker
Gordon Rinschler
Joe Valentine
Doug Weaver MD



“A society grows great when old men plant trees in whose shade they shall never sit.”

Chinese Proverb

Questions?

Next

2121 Midvale Road

Birmingham, MI 48009

(248) 203-5270

www.BirminghamNext.org



MEMORANDUM

Legal Department

DATE: July 11, 2022
TO: Thomas M. Markus, City Manager and City Commission
FROM: Mary M. Kucharek
SUBJECT: Code of Conduct

INTRODUCTION:

Before the City Commission this evening is the first review of a proposed Code of Conduct for the Birmingham City Commission.

BACKGROUND:

In January and February of 2022, the City Commission discussed having a Code of Conduct for the City Commissioners, in conjunction with the Rules of Procedure which have already been adopted. At a workshop, the City Commission discussed and reviewed potential language of a Code which was presented by Assistant City Manager, Jana Ecker. Staff now brings before you a proposed draft of the Code of Conduct for your consideration and adoption.

LEGAL REVIEW:

The City Attorney has collaboratively drafted the Code of Conduct for your consideration and recommends City Commission approval and adoption.

FISCAL IMPACT:

The Code of Conduct is believed to foster more productive and efficient meetings of the Birmingham City Commission. Staff members also attend Birmingham City Commission meetings and whenever decisions are made and meetings are held that are more congenial and efficient then productivity is increased, which is always financially beneficial to the tax paying citizens.

PUBLIC COMMUNICATIONS:

Once approved, this Code of Conduct will be published on the City of Birmingham website along with the City Commission's Rules of Procedure.

SUMMARY:

The City Commission is asked to review and adopt this Code of Conduct for defined behaviors and expectations of City Commissioners. This document will result in defined actions of the City Commission and will be self-regulating.

ATTACHMENTS:

The City of Birmingham Code of Conduct.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the City of Birmingham Code of Conduct and further direct staff to publish this document on the City of Birmingham website along with the Rules of Procedure of the Birmingham City Commission.



CITY OF BIRMINGHAM

Code of Conduct

As elected leaders of this community, we are entrusted to collaborate, and work as a united team committed to the residents of the City of Birmingham. In order to be effective, we must come to meetings with an open mind, think strategically about City issues, and conduct ourselves in a respectful and professional manner at all times. We shall strive to maintain a culture of candor, trust, and respect.

ROLES AND RESPONSIBILITIES

Sec. 1-1. – The Do’s and Don’ts.

City Commission	City Manager & Staff	Boards, Committees, Subcommittees & Task Forces
• Make policy-level decisions. • Hire & consult with the City Manager. • Consider & Approve: ○ Budget and related work plan; ○ Ordinances & policy decisions; ○ Development proposals; and ○ Rezoning requests. • Appoint representatives to advisory boards and committees. • Follow the established and accepted Rules of Procedure. • Delegate details of implementations to staff.	• Provide best efforts & advice to the City Commission. • Manage operations & staff. • Propose budget & policies. • Carry out City Commission decisions. • Deliver services. • Equitably enforce codes & policies.	• Provide community perspective. • Propose work plan items. • Advise the City Commission. • Hold hearings as directed by City Commission. • Assist as directed.

City Commission does NOT:

- Hire and fire staff.
 - Direct the activities of others, other than the City Manager.
 - Individually direct the activities of boards, committees, subcommittees or other resident groups.
 - Individually approve policies, projects, etc.
 - Individually commit City resources or staff to specific causes.
 - Individually enforce policies, City Code, etc.
 - Individually speak or prepare official correspondence on behalf of the City unless authorized by City Commission.
- The City Commission DOES speak through its motions and resolutions collaboratively.

Sec. 1-2. – City Commissioner Conduct with City Staff and Boards, Committees and Commissions

City Commissioners Make the Following Commitments to City Staff:

- Respect staff as valued resources and members of our team.
- Treat all staff as professionals.
- Not disrupt staff from their jobs.
- Support the maintenance of a positive and constructive workplace environment for City employees where individual members, City staff and the public are free to express their ideas and work to their full potential.
- Provide direction to the City Manager and not direct the work of individual staff members.
- When possible, notify the City Manager in advance of a City Commission meeting of questions or requests to pull agenda items from the consent agenda so the appropriate staff can compile the information needed.
- Send to the City Manager all communications and questions for staff.
- Agree that information they ask of the City Manager will be shared equally with all City Commission members.
- Not solicit political support from staff.

City Commissioners Make the Following Commitments to Board, Committee and Commission Members:

- View boards and committees as vitally important resources to support decision-making.
- Communicate effectively with boards and committees to ensure they have the tools to do their work.
- Give clear direction as a body and take adequate time to review the result of their deliberations.
- Understand, because of the value of the independent advice of boards, committees and task forces to the public decision-making process, members of the City Commission shall refrain from using their position to influence the deliberations or outcomes of boards, committees, and task force proceedings.
- Respect the expectation that City Commission members will not attend board, committee or task force meetings. However, under special circumstances, if City Commissioners do attend a board meeting, they will do so only as an anonymous observer, via Zoom.

Sec. 1-3. - City Commissioner Conduct with One Another

The Birmingham City Commission is comprised of individuals with a wide variety of backgrounds, educational and work experiences, personalities, values, opinions and goals. Despite this diversity, all City Commissioners have chosen to serve in public office in order to preserve and protect the present and the future of Birmingham. In all cases, this common goal should be acknowledged even as City Commissioners may “agree to disagree” on more controversial issues.

(a) **IN PUBLIC MEETINGS**

i. **Practice civility, professionalism and decorum in discussions and debate**

Difficult questions, tough challenges to a particular point of view, criticism of ideas and analysis of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, City Commissioners to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated. City Commissioners should conduct themselves in a professional manner at all times.

ii. **Use Respectful Behavior at All Times**

Members Should STRIVE to:

- Treat people with courtesy, politeness and kindness.
- Encourage others to express their opinions and ideas.
- Listen to what others have to say.
- Use the ideas of others to improve decisions and outcomes.
- Recognize and respect differences.
- Prepare for the issues at hand.
- Focus on the business of the body.
- Consider only legally germane information in decisions.
- Act as a decision maker, not an advocate.

Members should AVOID:

- Speaking over or cutting off another individual's comments.
- Insulting, disparaging, or putting down people or their ideas.
- Bullying others by displaying a pattern of belittling, demeaning, judgmental or patronizing comments.
- Violence or the threat of violence which will not be tolerated.

iii. **Honor the role of the Mayor in maintaining order**

It is the responsibility of the Mayor to keep the comments of City Commissioners on track during public meetings. City Commissioners should honor efforts by the

Mayor to focus discussion on current agenda items. If there is disagreement about the agenda or the Mayor's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure and the Rules of Procedure.

iv. **Avoid personal comments that could offend other City Commissioners**

If a City Commissioner is personally offended by the remarks of another City Commissioner, the offended City Commissioner should make notes of the actual words used and call for a "point of personal privilege" that challenges the other City Commissioner to justify or apologize for the language used. The Mayor will maintain control of this discussion.

v. **Demonstrate effective problem-solving approaches**

City Commissioners operate on a public stage, and, thus, have the opportunity to demonstrate how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole. City Commissioners should work together to resolve issues and act as public role models.

vi. **Be punctual and keep comments relative to topics discussed**

City Commissioners have made a commitment to attend meetings and partake in discussions. Therefore, it is important that City Commissioners be punctual and that meetings start on time. It is equally important that discussions be relative to the topic at hand in order to allow adequate time to fully discuss scheduled issues.

(b) **IN PRIVATE ENCOUNTERS**

i. **Continue respectful behavior in private**

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

ii. **Be aware of the insecurity of written notes, voicemail messages, and e-mail**

Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable having this note faxed to others? How would you feel if this voicemail message was played on a speaker phone in a full office? What would happen if this email message was forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially "public" communication.

iii. **Even private conversations can have a public presence**

Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

(c) **EX PARTE COMMUNICATION**

The City Commission has a number of roles. It legislates and makes decisions on issues prescribed to the City Commission by law. The City Commission also acts in a quasi-judicial capacity when it rules on various permits, licenses, and land use entitlements.

- i. **Ex Parte Contacts/Fair Hearings.** City Commissioners shall exercise caution in receiving or seeking out information and evidence on any quasi-judicial matter while such matter is pending before the City Commission or any agency, board, or committee thereof, except at the public hearing.
- ii. **Exposure to Information.** As an elected official, it is often impossible to avoid contacts and exposure to information. Therefore, if any City Commissioner is exposed to information or evidence about a pending matter outside of the public hearing, through contacts by constituents, interested parties, the applicant, or through site visits, the City Commissioner member must disclose all contacts, information and/or evidence acquired from such contacts, during the public hearing, or meeting, and before the public comments period is opened. The Mayor will ask each City Commissioner at every meeting for disclosures of ex-parte communications. Self-reporting and disclosure is mandatory.

Sec. 1-4. - Working with the Public

- i. **Residents:** City Commissioners are sometimes the first call for help for residents. The City Commission acknowledges if a resident receives conflicting information from different City Commissioners or staff that it is difficult for the resident and could increase liability for the City. Therefore, all residents should be directed to the City Manager or GovPilot to address their concerns. The Manager will ensure that inquiries are responded to either by the Manager's office or the appropriate departmental representative. If the City Manager determines that the question and response is of public importance, the Manager may share the information with the City Commission and or making the information a subject of a public news report.
- ii. **Business or other interests:** The purpose of the City Commission meeting is to discuss information, review information, and decide upon issues. Particularly around development issues, business interests might ask a member to meet outside of the City Commission meeting to facilitate ideas about proposals. This contact is dissuaded as the City Commission should be receiving all information as a whole Commission.
- iii. **The City Commission's overarching principals for working with the community are:**
 - Never grant any special consideration, treatment, or advantage.
 - Respect sensitivity of personal information.
 - Do not advocate for a certain point of view.
 - City Commissioners should be cautious when participating in meetings or events and not prejudge an issue before the whole City Commission has had a chance to deliberate.
- iv. **Meetings or discussions requested by residents or businesses:**
 - During Decision: If a City Commissioner is invited to discuss an issue that will be before the City Commission in the present or future, uphold the above principles for working with the community; and:
 - Do not make a decision about an issue before the City Commission until the deliberation process occurs at a public meeting and the City Commissioner is called upon to cast his or her vote.
 - After Decision: If a City Commissioner is invited to discuss an issue the City Commission has decided upon, explain how the City Commission as a whole arrived at the decision. Be supportive of the vote, even if in disagreement.

Sec. 1-5. Enforcement/Sanctions

This Code of Conduct is meant to be self-enforcing. City Commissioners should be familiar with its contents and support any training necessary to further its implementation.

If a member of the City Commission is in violation of this Code of Conduct, or the Code of Ethics, then their actions should be referred to the City Commission as a whole or the Ethics Board.

If a member of the City Commission is accused of violating this Code of Conduct, then a public hearing shall occur with the Chair of the Ethics Board presiding over and managing testimony, physical evidence, discussion and public comment.

If a member of the City Commission is in violation of this Code of Conduct, then they may be reprimanded or formally censured by the City Commission. Serious infractions could lead to sanctions as determined by a majority vote of the City Commission. Those sanctions may include, but are not limited to: reprimand, formal censure, and removal from the City Commission (in compliance with state law).

Adopted by Resolution on _____, 2022.



MEMORANDUM

Legal Department

DATE: July 11, 2022

TO: Thomas M. Markus, City Manager and City Commission Mary

FROM: M. Kucharek, Alexandria Bingham, and Eric Brunk

SUBJECT: City of Birmingham Policy on Public Comments During Virtual Meetings

INTRODUCTION:

With the continuing use of virtual meetings for the public's participation due to the continuing pandemic, staff believes it is in the City's best interest to develop a policy regarding public comments during virtual meetings.

BACKGROUND:

It is no secret the conduct of people on virtual meetings have been concerning to different municipalities throughout the country. In fact, in the City of Birmingham we have had a few occasions where the public's conduct on Zoom has been disruptive. Staff has created a policy regarding public comments for the Commissioners' review and approval. Once approved, it will be posted on the City of Birmingham website.

LEGAL REVIEW:

The City Attorney has participated in drafting the Policy on Public Comments During Virtual Meetings and recommends approval by the City Commission.

FISCAL IMPACT:

None.

PUBLIC COMMUNICATIONS:

Once this policy is reviewed and accepted, it will be on the City of Birmingham website for everyone's knowledge and use.

SUMMARY:

It is requested of the City Commission to accept and approve the Policy on Public Comments during Virtual Meetings as presented.

ATTACHMENTS:

The City of Birmingham Policy on Public Comments During Virtual Meetings.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to accept and adopt the Policy on Public Comments During Virtual Meetings as presented.

THE CITY OF BIRMINGHAM POLICY ON PUBLIC COMMENTS DURING VIRTUAL MEETINGS

1.0 Purpose

The purpose of this policy is to explain the procedures and requirements for making public comment if attending a meeting remotely, and to encourage the free flow of public speech and opinion in an acceptable and positive manner.

1.1 Same as Physical Setting

Treat these meetings as you would any public meeting that would take place in a physical setting. The same respect and etiquette is expected from attendees.

1.2 Appropriate Times for Public Comments

Members of the public can participate in the meeting during the appropriate times when the moderator or Mayor conducting the meeting opens the time for public comment.

1.3 Addressing Public Comments

Any comment made by the public must be made to the members of the board or the City Commission and not to other members of the public.

1.4 Timing for Public Comments

Public comment may at times be limited to a certain number of minutes per person. If the comment goes over the time limit, the member of the public will be warned their time is up.

1.5 Display Your Name

Please be advised that the Mayor or moderator will call on you based upon your name that is displayed on the screen. If the name contains profanity or insulting words, you will not be called upon and your name may be removed.

1.6 BZA Meetings

If you are appearing for a BZA meeting, please add your case number for easier identification.

1.7 **Function to Make a Comment**

To make a comment: Click on the "Raise Hand" button. The Virtual Meeting Technology Operator will allow the member of the public to speak at the appropriate time.

1.8 **Start of Comment**

At the start of your comment, please state your name.

1.9 **After Comment**

After the comment is made, the Virtual Meeting Technology Operator will disable the public member's ability to communicate with the board or the City Commission members.

2.0 **Screen-sharing**

Screen-sharing is forbidden. Only persons with prior authorization will be allowed to share their screen.

2.1 **Zoom Arrival**

When arriving on Zoom, the Mayor or moderator will have control of muting all members on Zoom. The Mayor or moderator will recognize persons to speak when they raise their hands and are called upon. The Mayor or moderator will unmute you so that you can be heard. Please state your name and address before beginning your comment, and please make sure there is no background noise such as television, music, or loud chatter.

2.2 **Exhibits**

If you intend to utilize an exhibit during public comment, please forward your exhibit to the City Clerk at least forty-eight (48) hours prior to the meeting. The Mayor or moderator will share your exhibit on the screen.

2.3 **Disruptive Participants will be Muted or Removed**

The moderator, Mayor, or City Commission, reserves the right to mute or remove disruptive meeting participants after an initial warning. Disruptive conduct includes all of the following:

A. **Obscene Speech**

Obscene speech is not protected by the First Amendment and will not be tolerated at any time. To be obscene, the material must meet a three-prong test:

- An average person, applying contemporary community standards, must find that the material, as a whole, appeals to the prurient interest;
- The material must depict or describe, in a patently offensive way, sexual conduct specifically defined by applicable law; and
- The material, taken as a whole, must lack serious literary, artistic, political, or scientific value.

B. **Indecent Speech**

Various federal agencies have interpreted indecency as “language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community broadcast standards for the broadcast medium, sexual or excretory organs or activities.” Indecent Speech contains patently offensive sexual or excretory references that do not rise to the level of obscenity. As such, the courts have held that indecent material is protected by the First Amendment and cannot be banned entirely.

It may, however, be restricted in order to avoid times of the day when there is a reasonable risk that children may be in the audience.

C. **Slander**

The speaking of false and malicious words concerning another whereby injury results to his or her reputation. Slander is prohibited at all times.

D. **Libel**

A false and unprivileged publication in print, writing, pictures, or signs of defamatory material. Libel is prohibited at all times.

E. **Defamation**

The unprivileged publication of false statements which result in injury to another (injure reputation, diminish the esteem, respect, goodwill or confidence, or excite adverse, derogatory, or unpleasant feelings or opinions against another).



MEMORANDUM

Legal Department

DATE: July 11, 2022

TO: Thomas M. Markus, City Manager and the City Commission

FROM: Mary M. Kucharek

SUBJECT: Regular Meetings of the Birmingham City Commission

INTRODUCTION:

The purpose of this Memorandum is to present possible changes to Chapter 2 – Administration, Article II. - City Commission, Sec. 2-29 of the Birmingham City Ordinance, to potentially change the time of regular Birmingham City Commission meetings.

BACKGROUND:

At the Birmingham City Commission meetings of May 23, 2022 and June 27, 2022, it was suggested that the time of City Commission meetings should be an earlier time of the evening. Changing the time of regular meetings requires an amendment to the ordinance.

LEGAL REVIEW:

The time and location of meetings are provided in the Birmingham Code of Ordinances at Chapter 2 – Administration, Article II. - City Commission, Sec. 2-29. As this is an ordinance amendment, and not a Charter amendment, the City Commission may simply change the time of meetings by a motion adopting an ordinance amendment.

FISCAL IMPACT:

Having the City Commission meetings earlier in the evening would allow staff the opportunity to simply extend their work day a little bit later, and end the meetings earlier. Therefore, it would be a more efficient use of staff time, and if meetings ended earlier, it would allow the staff the opportunity to be more rested the following day, thereby increasing productivity and efficiency which is then a cost savings to the City.

PUBLIC COMMUNICATIONS:

This agenda item has been properly noticed for discussion.

SUMMARY:

The City Commission may desire to change City Commission meetings to start and end earlier in the evening. City staff would be supportive of an earlier start and end time.

ATTACHMENTS:

Proposed Amendment to the Ordinance.

SUGGESTED COMMISSION ACTION:

Make a motion adopting an ordinance amendment to Chapter 2 – Administration, Article II. - City Commission, Sec. 2-29. – Time and location of meetings, which will now change regular City Commission meetings to be from _____ p.m. to _____ p.m.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 2 –
ADMINISTRATION, ARTICLE II. – CITY COMMISSION,
SEC. 2-29 TIME AND LOCATION OF MEETINGS**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 2. Administration, Article II. – City Commission, Sec. 2-29.
– Time and location of meetings, shall read as follows:

Sec. 2-29. Time and location of meetings.

City commission meetings shall be held in the commission room of ~~city hall~~ City Hall from
_____ p.m. to _____ p.m. ~~at 7:30 p.m.~~, unless another location or time has previously been
designated for a particular meeting and notice provided in accordance with the requirements of
the Open Meetings Act (MCL 15.261 et seq.), as amended.

All other Sections of Chapter 2. –ADMINISTRATION, shall remain unaffected.

Ordained this _____ day of _____, 2022. Effective upon publication.

Therese Longe, Mayor

Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the
foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular
meeting held ~~June 13~~ July 11, 2022 and that a summary was published _____,
2022.

Alexandria D. Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 2 –
ADMINISTRATION, ARTICLE II. – CITY COMMISSION,
SEC. 2-29 TIME AND LOCATION OF MEETINGS**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 2. Administration, Article II. – City Commission, Sec. 2-29.
– Time and location of meetings, shall read as follows:

Sec. 2-29. Time and location of meetings.

City commission meetings shall be held in the commission room of City Hall from _____
p.m. to _____ p.m., unless another location or time has previously been designated for a
particular meeting and notice provided in accordance with the requirements of the Open Meetings
Act (MCL 15.261 et seq.), as amended.

All other Sections of Chapter 2. –ADMINISTRATION, shall remain unaffected.

Ordained this _____ day of _____, 2022. Effective upon publication.

Therese Longe, Mayor

Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the
foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular
meeting held July 11, 2022 and that a summary was published _____, 2022.

Alexandria D. Bingham, City Clerk



MEMORANDUM

(Police Department)

DATE: July 5, 2022

TO: Thomas M. Markus, City Manager

FROM: Scott Grewe, Operations Commander

SUBJECT: Police Department / City Hall Architectural Assessment and Conceptual Designs

INTRODUCTION:

The historic municipal building, located at 151 Martin St, was built in 1928 and houses the Police Department and City Hall. Throughout the years, there have been some renovations and additions to the building, the last completed in 1993. In June of 2021, the Police Department successfully completed the Michigan Association of Chiefs of Police (MACP) Law Enforcement Accreditation Program. As part of the program, the Police Department had to pass a final on-site assessment. The MACP Law Enforcement Accreditation Program wrote a comprehensive evaluation report that covered all aspects of the department. The Police Department met or exceeded standards in every category but one, the safety and security of the Police Department building itself.

BACKGROUND:

The Police Department is housed on three of the four levels of City Hall. The last renovation of City Hall occurred in 1993. Since then, there have been no major renovations to City Hall or the Police Department. Minor changes include painting, carpet replacement, furniture replacement and COVID-19 social distance barricades. The Police Department is located in three different areas of City Hall. Administrative offices are off the main hallway and are open to the public. The door leading to the officer's report writing room and the communications center is also found on the main level. The main Police Department is located on the ground floor. This area includes the clerical division, services division, lieutenant's office, juvenile detention area, booking room and adult detention cells. Contained in the lower level of City Hall are the investigative offices, the interview room, officer lunchroom, roll call room, evidence storage room and both the male and female locker rooms. No Police Department staff are located on the second floor of City Hall.

There are several Police Department safety and security issues that must be addressed:

1. Sally Port: Currently, the Police Department has no such facility. Officers park patrol cars in the open courtyard, remove their weapon and place it in a secure area of the vehicle. The officer then removes the defendant from the vehicle in full public view,

escorts the defendant across the parking lot with the defendant in handcuffs and walks up a ramp to the booking room door where a dispatcher is contacted, via buzzer, to unlock the door. This area is open to the public containing public parking spaces for City Hall and often used by pedestrians walking between Henrietta and Pierce Streets.

2. Interview Room/Prisoner Release: The adult holding cells are on the ground floor next to the clerical area. When a defendant is removed from the cell in order to be interviewed, the defendant has to be handcuffed and escorted through the clerical area (civilian employees present), through the police lobby area (public present), through the main City Hall lobby (public present), down a flight of stairs into the basement level where the police interview room is located. When a prisoner is released from custody, the prisoner is released through the Police Department clerical area (civilian employees present).
3. Police Administration Office on Main Floor of City Hall: The office for the chief of police, the office of the operations commander and the office for the Police Department's administrative assistant are located on the main hallway of City Hall. The offices are the first offices on the floor on the east side of the building. Other than a locked door, there are no other physical security measures in place to restrict the public from having immediate access to any of the police administrative offices.

As noted previously, the Police Department shares the historic municipal building with the rest of the City's municipal staff, with the exception of the Fire Department, Department of Public Services and the Library. The Police Department is interwoven within City Hall. This interface results in many shared areas including, but not limited to, common ingress/egress to the building, bathrooms, hallways, electrical, plumbing and HVAC systems and parking. Thus, while the project started out as a safety and security upgrade for the Police Department, it is very apparent that safety and security upgrades must be examined and included for the entirety of City Hall.

There are several City Hall safety and security issues and accessibility needs that must be addressed:

1. ADA Access: Visitors must park in the rear lot of City Hall and enter through a side door where a ramp is provided. From there, a small lift is available to access the main floor. There is no other ADA access to the building. Visitors not familiar with the building end up circling the premises looking for access.
2. Unrestricted Access: There are currently four points of ingress/egress to the building. Pre-Covid, all access points were unsecured during normal business hours. The main entrance to City Hall is on the north side off Martin Street. Once inside, visitors have unrestricted access to the entire building.
3. Inner-office Safety and Security: Improvements are needed to enhance safety and security within the current structure of the building as it relates to work spaces (i.e. offices/service counters/shared workspaces) and common areas (i.e. lunch room/hallways/garage area), such as additional exit points, emergency communication systems etc.

The safety and security upgrades for the police department and city hall must be designed for the existing building. There will be no consideration of a new building or facility. The safety and security upgrades may be accomplished by potential renovations and/or expansions of the existing building. The City is committed to addressing the needs of the existing building through this process to ensure the safe continued use of the historic municipal building.

A Request for Proposal (RFP) was created and submitted to the Michigan Inter-governmental Trade Network (MITN) on March 23, 2022. The RFP was created to illicit proposals from architectural firms to conduct an assessment of the police department and city hall, including conceptual designs for renovations and possible expansion to address the safety and security needs. A mandatory pre-bid meeting was held on April 13, 2022, which was attended by seven people representing five different firms. The deadline for submissions was May 6, 2022, and three bids were received (See Fiscal Impact).

LEGAL REVIEW:

The City Attorney reviewed and approved the attached RFP and Agreement prior to being submitted to MITN for bids.

FISCAL IMPACT:

The deadline for bids was May 6, 2022. Three bids were received and one firm, Telluris Architecture, attended the public bid opening.

1. Plante Moran Cresa – A bid was submitted that did not fulfill the request of the RFP. Phase 2 of the RFP includes conceptual design work, which their bid stated is not included in their proposal. Additionally, the RFP requires the use of a Contractor who is qualified with the Secretary of Interior Standards for the Treatment of Historical Properties. Plante Moran Cresa advised they do not meet this requirement.
 - a. Total Bid Amount - \$75,000.00
2. Telluris Architecture – A bid was submitted that met the requirements of the RFP. In addition to attending the mandatory pre-bid meeting and the bid opening, Telluris scheduled an additional tour of City Hall. Three members from their firm toured the entire building including all mechanical systems prior to submitting their bid.
 - a. Total Bid Amount - \$74,833.00
3. Redstone Architects – A bid was submitted that met the requirements of the RFP.
 - a. Total Bid Amount - \$111,384.00

The police department was officially accredited during the summer of 2021, after the budgeting process for the 2021-2022 fiscal year was completed. Therefore, there was no funds budgeted to address the safety and security needs during this budget year. However, starting during the 2021-2022 fiscal year, the City began setting aside funds for the future construction of a carport. Construction of a carport will now be included as part of this project and reviewed during the conceptual design phase as potential design options could include expansion into the current parking area and future carport location. As a result, the funds that have been set aside are available to complete this portion of the project.

These funds are available in account # 401.301.000.979.0000

PUBLIC COMMUNICATIONS:

At the City's Long Range Planning Meeting held on January 22, 2022, the police department reviewed the security concerns noted during the accreditation process and discussed a future project to address the security deficiencies. Additionally, the Managers Report from the March

28, 2022 City Commission meeting provided information from the police department that an RFP had been completed for this project and a link was provided to review this RFP.

SUMMARY:

Several safety and security needs were noted during the police departments MACP accreditation program. In order to comply with the assessor's recommendations and to be re-accredited in future years, the department must show that action has been taken to address the deficiencies noted in the previous accreditation assessment. Additionally, multiple safety and security needs throughout city hall became apparent and have had temporary corrections in place as a result of the COVID-19 pandemic. An RFP was completed to hire an architectural firm to conduct an assessment of the police department and city hall to address these concerns. Three proposals were received and Telluris Architecture was the low bidder.

A meeting was held with Telluris Architecture on June 1, 2022, to review their proposal. Three representatives from Telluris made a presentation to staff covering their backgrounds, philosophies and ideas on how they will conduct their process in identifying all the safety and security needs to develop appropriate conceptual design options.

ATTACHMENTS:

1. Proposed Agreement for Police Department/City Hall Assessment and Conceptual Designs for Renovations/Expansions
2. Telluris Presentation from June 1, 2022 Meeting

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve an agreement with Telluris Architecture for Police Department/City Hall Assessment and Conceptual Designs for Renovations/Expansion in the amount not to exceed \$74,833.00. In addition, to approve the appropriation and amendment to the FY 2022-2023 Capital Projects Fund budget as noted below and authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

Funding for this project has been budgeted in account # 401.301.000.979.0000.

Capital Projects Fund:

Revenue:

Draw from Fund Balance	401-000.000-400.0000	\$74,833.00
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Expenditure:

Building Improvements	401-901.004-977.0000	\$74,833.00
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AGREEMENT OF (POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL DESIGNS FOR RENOVATIONS/EXPANSION)

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Telluris Architecture & Urban Planning a Michigan Corporation, whose address is 2222 W. Grand River, Suite A, Okemos, MI 48864, hereafter referred to as Contactor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires an assessment of the police department and city hall for conceptual designs for renovations and possible expansion and in connection therewith has requested proposals for **POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL DESIGNS FOR RENOVATIONS/EXPANSION**; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform **POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL DESIGNS FOR RENOVATIONS/EXPANSION**.

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 Proposal for **POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL DESIGNS FOR RENOVATIONS/EXPANSION** posted March 23, 2022, 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 one year 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 designs and renovations prepared by the Contractor through such date.

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. 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 Contractors 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 Contractors 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 Architect shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, 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, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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. 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.

D. 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.

E. 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.

F. 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.

G. Maintaining Insurance: Upon failure of the Contactor 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: Cmdr. Scott Grewe

Contractor:

Telluris Architecture & Urban Planning
2222 W. Grand River Ave. Suite A
Okemos, MI 48864
Attn: Aaron Olko, AIA, NCARN

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 Contractors 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 May, 6th, 2022, to the City's Request for Proposals dated March 23rd, 2022 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor May 6th, 2022 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: Aaron Olko, AIA, NCARB

Its: Principal

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 13 day of June, 2022 before me personally appeared Aaron Olko, who acknowledged that with authority on behalf of TellusBIS to do so he/she signed this Agreement.

Jennifer L. Davis
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 12-18-2024

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

Mark H. Clemence
Mark H. Clemence, Police Chief
(Approved as to substance)

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

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

ATTACHMENT B - BIDDER'S AGREEMENT
For POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL
DESIGNS FOR RENOVATIONS/EXPANSION

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

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

<u>Aaron Olko, AIA, NCARB</u>	<u>May 6, 2022</u>
PREPARED BY	DATE
(Print Name)	
<u>Principal Architect</u>	<u>May 6, 2022</u>
TITLE	DATE
	<u>aaron@telluris-arch.com</u>
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
<u>Telluris Studio Inc</u>	
COMPANY	
<u>2222 W. Grand River Ave, Suite A, Okemos, MI 48864 (424) 268-8417</u>	
ADDRESS	PHONE
<u>N/A</u>	<u>N/A</u>
NAME OF PARENT COMPANY	PHONE
<u>N/A</u>	
ADDRESS	



**REQUEST FOR PROPOSAL
(POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL DESIGNS
FOR RENOVATIONS/EXPANSION)**

Sealed proposals endorsed “**POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL DESIGNS FOR RENOVATIONS/EXPANSION**”, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until Friday, May 6, 2022 at 2:00 p.m. at which time bids will be publicly opened and read.

Contractors will be required to attend a mandatory pre-bid meeting on Wednesday, April 13, 2022 at 9:30 a.m. at the City of Birmingham Municipal Building, 151 Martin Street, Birmingham, MI, – City Commission Room 2nd floor. Contractors must register for the pre-bid meeting by Monday, April 11, 2022 at 2:00 p.m. by contacting Commander Scott Grewe at (248) 530-1867 or by email at sgrewe@bhamgov.org.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish all labor, equipment, material and supervision necessary for the Police Department /City Hall facility assessment and conceptual designs for renovations/expansion project. This work must be performed as specified in accordance with the specifications contained in the Request for Proposal (RFP).

The RFP, including the Specifications, may be exclusively obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info>.

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

Submitted to MITN:	Wednesday, March 23, 2022
Pre-bid RSVP deadline:	Monday, April 11, 2021 at 2:00 p.m.
Mandatory Pre-Bid Meeting:	Wednesday, April 13, 2021 at 9:30 a.m., 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2 nd floor.
Deadline for Submissions:	Friday, May 6, 2022 at 2:00 p.m.
Contact Person:	Commander Scott Grewe 151 Martin Street Birmingham, MI 48009 Phone: (248) 530-1867 Email: sgrewe@bhamgov.org



**REQUEST FOR PROPOSAL
(POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL DESIGNS
FOR RENOVATIONS/EXPANSION)**

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INTRODUCTION

For purposes of this RFP the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Contractor."

The City is accepting sealed bid proposals from qualified professional firms to submit a proposal for **POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL DESIGNS FOR RENOVATIONS/EXPANSION**. This work must be performed in accordance with the specifications outlined by the Scope of Work contained in this RFP.

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

It is anticipated the selection of a firm will be completed by May 23, 2022. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the agreement by the City.

REQUEST FOR PROPOSAL (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide **POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL DESIGNS FOR RENOVATIONS/EXPANSION**.

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the Birmingham City Hall and Police Department to make inquiries about the RFP. This meeting will be held on Wednesday, April 13, 2022 at 9:30 a.m. 151 Martin Street, Birmingham, MI in the City Commission Room on the 2nd floor (Room 205).

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than Friday, May 6, 2022 at 2:00 p.m. to:

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

One (1) original and one (1) copy of the bid proposal shall be submitted. The bid proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL DESIGNS FOR RENOVATIONS/EXPANSION"**. Any bid proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements of this Request For Proposal.

INSTRUCTIONS TO CONTRACTORS

1. Any and all attached forms contained herein requesting information from the Contractor must be completed (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Commander Scott Grewe, (248)-530-1867, sgrewe@bhamgov.org, 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All bid proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to Contractors and general information sections. All bid proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the Contractor.
4. The contract will be awarded by the City of Birmingham, at our sole discretion, to the most responsive and responsible Contractor with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. **Each Contractor shall include in his or her proposal, in the format requested, the cost of performing the work per phase and total budget.** Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each Contractor shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

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

1. Ability to provide services as outlined.
2. Contractor background and personnel qualifications.
3. Related experience with similar projects.
4. Overall costs.
5. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems to be in the best interest of the City.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein, or in the case the City elects not to proceed to the next phase of the RFP. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Contractor will not exceed the timelines established for the completion of this project.

CONTRACTOR'S RESPONSIBILITIES

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

1. Completed and signed forms requested for completion within this RFP, including:
 - a. Agreement (Attachment A)
 - b. Bidder's Agreement (Attachment B)
 - c. Cost Proposal (Attachment C)
 - d. Iran Sanctions Act Vendor Certification Form (Attachment D)

2. A description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, in a timely manner, and within budget.
3. A project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.
4. A description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
5. A list of sub-contractors and their qualifications, if applicable. **For proposed buildout options or exterior alterations, the Contractor must use a qualified Contractor in strict accordance with the Secretary of Interior Standards (36 CFR, Part 61) for the Treatment of Historic Properties.**
6. Three (3) client references from past projects, including current phone numbers. At least two (2) of the client references should be for similar projects.
7. The Contractor shall be responsible for the disposal of all material and any damages which occur as a result of any actions by employees or sub-contractors of the Contractor during this project.
8. The Contractor shall be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
9. The Contractor with the successful bid shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

CITY RESPONSIBILITY

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

SETTLEMENT OF DISPUTES

The successful Contractor agrees to certain dispute resolution processes/limitations in accordance with paragraph 19 of the Agreement attached as Attachment A.

INSURANCE

The successful Contractor is required to procure and maintain certain types of insurances in accordance with paragraph 11 of the Agreement attached as Attachment A.

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

All proposals submitted must include a signed Agreement as provided in Attachment A. The Contractor whose proposal is accepted shall be required to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties.

INDEMNIFICATION

The successful Contractor shall indemnify the City and various associated persons in accordance with paragraph 10 of the Agreement attached as Attachment A.

CONFLICT OF INTEREST

The successful Contractor is subject to conflict of interest requirements/restrictions in accordance to paragraph 17 of the Agreement attached as Attachment A.

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

Submitted to MITN:	Wednesday, March 23, 2022
Pre-bid RSVP deadline:	Monday, April 11, 2022 at 2:00 p.m.

Mandatory Pre-Bid Meeting:	Wednesday, April 13, 2022 at 9:30 a.m. 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2 nd floor.
Deadline for Submissions:	Friday, May 6, 2022 at 2:00 p.m. – Bids publicly opened 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2 nd floor.
Award of Bid:	Estimated award by May 23, 2022.
Project Kickoff:	Work expected to begin June 1, 2022.
Phase 1 Completion:	Friday, September 2, 2022 – Phase 1 report submitted to the City.
Phase 2 Completion:	Friday, December 2, 2022 – Phase 2 recommendations and conceptual designs submitted to the City.

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

BACKGROUND

The historic municipal building, located at 151 Martin St, was built in 1928 and houses the Police Department and City Hall. Throughout the years, there have been some renovations and additions to the building, the last completed in 1993. In June of 2021, the Police Department successfully completed the Michigan Association of Chiefs of Police (MACP) Law Enforcement Accreditation Program. As part of the program, the Police Department had to pass a final on-site assessment. The MACP Law Enforcement Accreditation Program wrote a comprehensive evaluation report that covered all aspects of the department. The Police Department met or exceeded standards in every category but one, the safety and security of the Police Department building itself.

The Police Department is housed on three of the four levels of City Hall. The last renovation of City Hall occurred in 1993. Since then, there have been no major renovations to City Hall or the Police Department. Minor changes include painting, carpet replacement, furniture replacement and COVID-19 social distance barricades. The Police Department is located in three different areas of City Hall. Administrative offices are off the main hallway and are open to the public. The door leading to the officer's report writing room and the communications center is also found on the main level. The main Police Department is located on the ground floor. This area includes the clerical division, services division, lieutenant's office, juvenile detention area, booking room and adult detention cells. Contained in the lower level of City Hall are the investigative offices, the interview room, officer lunchroom, roll call room, evidence

storage room and both the male and female officer locker rooms. No Police Department staff are located on the second floor of City Hall.

There are several Police Department safety and security issues that must be addressed:

1. Sally Port: Currently, the Police Department has no such facility. Officers park patrol cars in the open courtyard, remove their weapon and place it in a secure area of the vehicle. The officer then removes the defendant from the vehicle in full public view, escorts the defendant across the parking lot with the defendant in handcuffs and walks up a ramp to the booking room door where a dispatcher is contacted via buzzer to unlock the door. This is all open to the public.
2. Interview Room/Prisoner Release: The adult holding cells are on the ground floor next to the clerical area. When a defendant is removed from the cell in order to be interviewed, the defendant has to be handcuffed and escorted through the clerical area (civilian employees present), through the police lobby area (public present), through the main City Hall lobby (public present), down a flight of stairs into the basement level where the police interview room is located. When a prisoner is released from custody, the prisoner is released through the Police Department clerical area (civilian employees present).
3. Police Administration Office on Main Floor of City Hall: The office for the chief of police, the office of the operations commander and the office for the Police Department's administrative assistant are located on the main hallway of City Hall. The offices are the first offices on the floor on the east side of the building. Other than a locked door, there are no other physical security measures in place to restrict the public from having immediate access to any of the police administrative offices.

As noted previously, the Police Department shares the historic municipal building with the rest of the City's municipal staff, with the exception of the Fire Department, Department of Public Services and the Library. The Police Department is interwoven within City Hall. This interface results in many shared areas including, but not limited to, common ingress/egress to the building, bathrooms, hallways, electrical, plumbing and HVAC systems and parking. Thus, while the project started out as a safety and security upgrade for the Police Department, it is very apparent that safety and security upgrades must be examined and included for the entirety of City Hall.

The safety and security upgrades for the Police Department and City Hall must be designed for the existing building. There will be no consideration of a new building or facility. The safety and security upgrades may be accomplished by potential renovations and/or expansions of the existing building.

There are several City Hall safety and security issues and accessibility needs that must be addressed:

1. **ADA Access:** Visitors must park in the rear lot of City Hall and enter through a side door where a ramp is provided. From there, a small lift is available to access the main floor. There is no other ADA access to the building. Visitors not familiar with the building end up circling the premises looking for access.
2. **Unrestricted Access:** There are currently four points of ingress/egress to the building. Pre-Covid, all access points were unsecured during normal business hours. The main entrance to City Hall is on the north side off Martin Street. Once inside, visitors have unrestricted access to the entire building.
3. **Inner-office Safety and Security:** Improvements are needed to enhance safety and security within the current structure of the building as it relates to work spaces (i.e. offices/service counters/shared workspaces) and common areas (i.e. lunch room/hallways/garage area), such as additional exit points, emergency communication systems etc.

The City is committed to addressing the safety and security of the existing building through this process to ensure the safe continued use of the historic municipal building.

SCOPE OF WORK

The City is currently soliciting bids for a Contractor to perform the following services in accordance with the requirements as defined and noted herein:

Phase 1 – Needs Analysis

Review existing documentation, collect additional data necessary to provide a baseline for a needs analysis and prepare recommendations for improvement to the Police Department and City Hall. It is anticipated the Contractor will work with the City to conduct site visits, as necessary and undertake the following:

1. Conduct interviews with Police Department employees and City administrative staff to gain an understanding of their safety and security needs.
2. Meet with police administration to review the operations of the Police Department to evaluate the safety and security of the operation, prisoner security during entry/exit/booking and interrogation.
3. Evaluate equipment and material storage needs.
4. Review in detail the existing employee workspaces, conference rooms, file storage and current practices performed by staff to meet the public's expectations of service delivery.
5. Review structural issues: plumbing, electrical, HVAC, etc.
6. Review building accessibility based on ADA standards.

7. Review general security needs with special attention to ingress/egress accessibility including visitor accessibility to staff areas and internal staff safety controls.
8. A total space needs program shall be developed and presented for both current and future space needs projections.
9. Furnish a report documenting the information gathered and learned from Phase 1.

Phase 2 – Recommendations

Based on the information collected in Phase 1, the Contractor should generate recommendations of potential actions for the City, including, but not limited to:

1. Determine options for the present building to best meet the safe operations and space requirements for both the Police Department and City Hall.
2. Develop state of the art solutions and conceptual design plans to address the identified needs and deficiencies indicated in Phase 1 in the following areas:
 - i. Safety and Security
 - ii. Operational needs
 - iii. Building security
 - iv. Roofing systems
 - v. Interior fixtures and equipment
 - vi. Mechanical systems – HVAC, plumbing and electrical systems
 - vii. Fire protection
3. Conceptual plans shall include conceptual renderings, a site plan, basic conceptual floor plans.
4. Integrate the information gathered into a complete and compiled assessment report, which identifies and categorizes the recommendations for facility needs and goals, critical needs and property enhancements and how each option compares.
5. Prepare project cost estimates for each option, including comparative financial analysis of costs including but not limited to buildout, rehabilitation, operations and maintenance and ancillary costs.
6. Furnish a final report documenting the methodology used for a review of all options considered and a final recommended conceptual plan for the required improvements.
7. Present the report and recommended options to the City Commission and any other boards as needed for approval.

Phase 3 – Plan Preparation and Oversight (Not Part of this RFP)

Upon approval of the selected option by the City Commission, the City shall issue another RFP for construction plan development and construction oversight.

Phase 4 – Construction (Not Part of this RFP)

Upon completion of Phase 3, an RFP will be created for construction services based on the selected option by the City Commission and the documents prepared by the Contractor in Phase 3.

Attachment A

AGREEMENT OF (POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL DESIGNS FOR RENOVATIONS/EXPANSION)

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____ (name of party) a Michigan _____ (Corporation, P.C., LLC, etc.), whose address is _____, hereafter referred to as Contactor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires an assessment of the police department and city hall for conceptual designs for renovations and possible expansion and in connection therewith has requested proposals for **POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL DESIGNS FOR RENOVATIONS/EXPANSION**; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform **POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL DESIGNS FOR RENOVATIONS/EXPANSION**.

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 Proposal for **POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL DESIGNS FOR RENOVATIONS/EXPANSION** posted March 23, 2022, 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 one year 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 designs and renovations prepared by the Contractor through such date.

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. 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 Contractors 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 Contractors 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 Architect shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, 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, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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: 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.

*use when applicable

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

E. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

F. 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.

G. 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.

H. Maintaining Insurance: Upon failure of the Contactor 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: Cmdr. Scott Grewe

Contractor:

Attn: _____

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 Contractors 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 _____, to the City's Request for Proposals dated _____ (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor _____ (date of response) 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: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 20__, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

Mark H. Clemence, Police Chief
(Approved as to substance)

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

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

ATTACHMENT B - BIDDER'S AGREEMENT
For POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL
DESIGNS FOR RENOVATIONS/EXPANSION

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL
For POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL
DESIGNS FOR RENOVATIONS/EXPANSION

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

COST PROPOSAL	
ITEM	BID AMOUNT
Phase 1	\$
Phase 2	\$
TOTAL BID AMOUNT	\$
ADDITIONAL BID ITEMS	
	\$
	\$
GRAND TOTAL AMOUNT	\$

Firm Name_____

Authorized signature_____

Printed Name_____

Date_____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL
DESIGNS FOR RENOVATIONS/EXPANSION

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#

Municipal Building

151



Police Department and City Hall



Request for Proposal

Assessment and Conceptual Designs for Renovations/Expansion

Birmingham, Michigan

May 6, 2022

Telluris Architecture | ENNECollaborative | Minimus Design Studio

Project Manager:

Aaron Olko AIA, NCARB
Telluris Studio Inc.
2222 W. Grand River Ave, Suite A,
Okemos, MI 48864
424.268.8417
aaron@telluris-arch.com

Advising Principal:

Robert S Janik AIA, NCARB, LEED AP
Telluris Studio Inc.
2222 W. Grand River Ave, Suite A,
Okemos, MI 48864
503.475.5787
robert@telluris-arch.com

Police Specialist Advisor:

Chief Doreen Olko (ret)
Telluris Studio Inc.
2222 W. Grand River Ave, Suite A,
Okemos, MI 48864
248.408.8001
doreen@telluris-arch.com

Project Architect:

Adrienne Davies RA
ENNEcollaborative, LLC
29644 Highmeadow Rd.
Farmington Hills MI 48334
248.229.6563
adrienne@ENNEcollaborative.com

Design Architect:

Romica Singh AIA, NCARB
Minimus Design Studio, LLC
28111 W 13 Mile Rd.
Farmington Hills, MI 48334
586.246.8475
romica@minimusdesignstudio.com

May 6, 2022

Attn. City Clerk

Attn. Commander Scott Grewe

City of Birmingham Police Department

151 Martin Street

Birmingham, MI 48009

Dear Commander Scott Grewe,

Telluris Architecture & Urban Planning is pleased to submit this Proposal on behalf of our project team for the Birmingham Michigan Police Department and City Hall Assessment and Conceptual Designs for Renovations/Expansion. We are an innovative and experienced practice, with a fresh perspective on design approaches and the Architecture profession. With care to detail, we have carefully selected a team of talented, creative, experienced, and knowledgeable professionals who share our fresh approach to provide the City of Birmingham with the highest level of service for this ambitious undertaking.

Birmingham is a wonderful and engaging place. As architects and engineers, we appreciate the high level of design and community Birmingham brings to the Metro Detroit region and would be honored to work with the city to increase the safety and security of the Police Department building.

Please see attached Proposal, including narratives for our approach to the project, our plan for conducting the work, project timeline, resumes of our design team, and schedules describing the design fee for our entire team.

We appreciate the opportunity to submit this proposal and value the opportunity to be your trusted advisor. We look forward to the hearing of the final selection.

If you have any questions regarding our Proposal or if we can be of any assistance during the selection process, please do not hesitate to call me at (626) 394-8912.

Regards,

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

Aaron Olko, AIA, NCARB

Principal

Telluris Architecture & Urban Planning

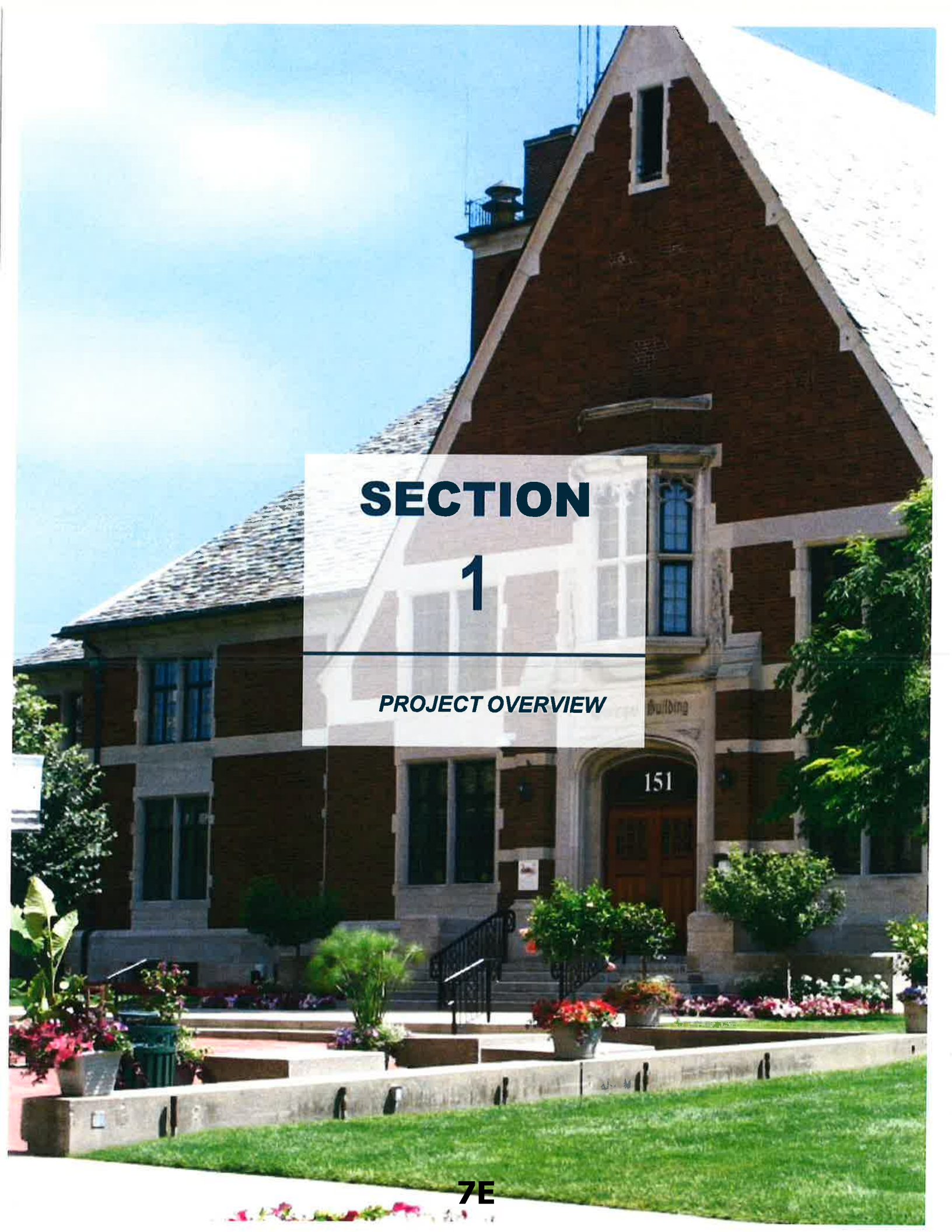
Attachments: Proposal; Team Resumes; Design Fee Schedule

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SECTION 1

PROJECT OVERVIEW

SECTION 1: PROJECT OVERVIEW

Background

The Birmingham Police Department dates back to 1864 when Alanson Partridge was elected as the first Town Marshal. In 1921, the police department was a three man operation equipt with one motorcycle and a pick-up truck. In 1928, the department moved into the newly constructed Municipal Building, located at 151 Martin Street, and the police operation remains there today. This historic building originally housed the village offices, township offices, the fire department, and the police department.



The civic center plan, including a new city hall, park, and library building was first conceived by village President Charles J. Shain and Commissioners Charles A. Bingham and Samuel Oliver Wylie Bell. City Hall was designed by Burrowes & Eurich, a Detroit architectural firm who also designed the Baldwin Public Library. The materials used in both buildings are similar and their designs compliment each other with an English Tudor architecture style.

The city of Birmingham recognized the value of planning since 1929, when Birmingham was still a village. The very first master plan was primarily concerned with land use and zoning, but subsequent plans reflected downtown development, growing neighborhoods, parks and mass transit. The City is now working on an up to date comprehensive, citywide 2040 Birmingham Master Plan.

Much has changed both in the city and in the police department over the years. The Birmingham Municipal Building has since undergone renovations, including an addition. The tower was originally used by the fire department for drying fire hoses until about 1950 and was also designed to accommodate a clock. The fire department no longer resides in the municipal building.



Much has changed both in the city and in the police department over the years. The Birmingham Municipal Building has since undergone renovations, including an addition. The tower was originally used by the fire department for drying fire hoses until about 1950 and was also designed to accommodate a clock. The fire department no longer resides in the municipal building.

With the growth of the city, police department operations have grown more complex. The Police Department is now divided into three Divisions - Patrol, Investigations and Services. The Department also serves as a Public Safety Answering Point for police, fire, and emergency medical services for Birmingham and Beverly Hills. Additionally, the police department has been committed to improvement through utilizing the most advanced technology including pursuit-rated patrol vehicles equipped with speed measurement radar, video cameras, night vision, GPS tracking, radios, rifles, body armor, mobile data terminals, tasers, and body-worn cameras. In addition, motorcycles have replaced horseback patrol and mountain bikes have become routinely utilized.

Project Objectives

Recently, The Michigan Association of Chiefs of Police (MACP) Law Enforcement Accreditation Program has recommended The City of Birmingham Police Department consider renovations to the existing building to provide a more secure and safe environment.

Several areas of opportunity for the Police Department have been noted. In particular, the Police Department is currently spread out between three different areas of City Hall with insufficient access control. Public and private areas are intertwined on multiple levels. Restricting access between City Hall and the Police Department is crucial to increase safety. During booking, the detainee's path of travel should be secure and out of sight of the public. Also, the safety of city hall staff areas should be assessed for potential insurgency from unwelcome visitors. A thorough analysis of the circulation paths of police officers, arrested defendants, public police department visitors, city hall staff, public city hall visitors, people with disabilities, and the needs of Bella, the therapy dog, will be evaluated. Also, It is vital that gun lockers are provided to enable officers to secure their weapons prior to entering the facility. Having a secure garage or sally port would comply with best practices for the safety and security of officers and prisoners.



“Our goal is to establish a consolidated, secure, high functioning layout that works for the police department and the community, while improving everyday life for all occupants.”

Success Criteria

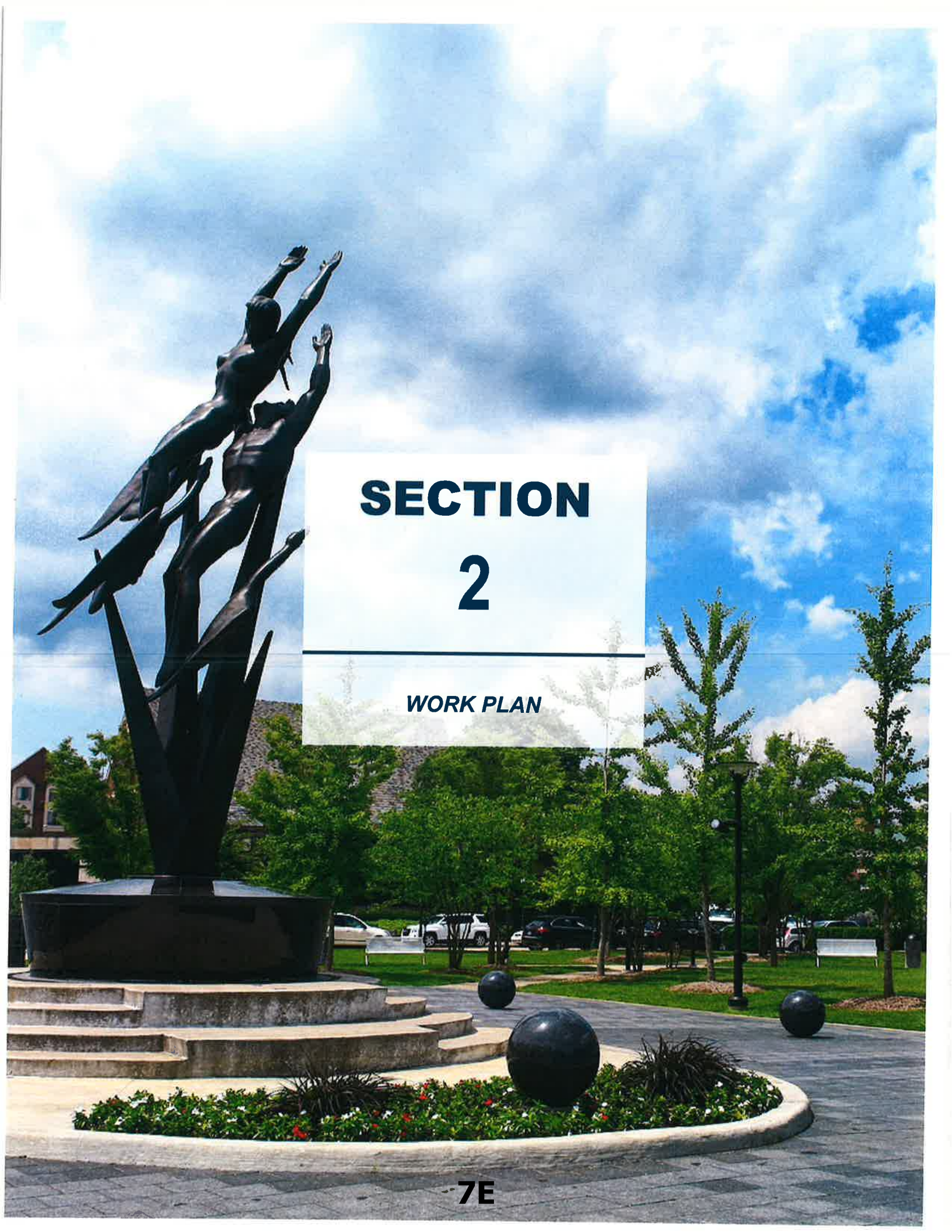
As The City of Birmingham's trusted advisor, we provide a core team of experienced architects. Through architectural design, we are dedicated to supporting your mission:

“To provide services sensitive to the priorities and needs of the community, the protection of life and property, the apprehension of criminal perpetrators, and the prevention of crime in accordance with the law.”

We bring a highly qualified team to assess and meet the needs of the city and provide direct communication to The Birmingham Police Department. We have multiple architects working within 10 miles of The Birmingham police station. Our team consists of local licensed architects that have experience living and working in Birmingham while completing various architectural projects throughout the city of Birmingham. At the same time we can provide a fresh perspective through our background in urban planning and renovating multiple penitentiaries in California.

One aspect that sets our proposal apart, is our team includes Chief Doreen E Olko, retired Chief of Police for the City of Auburn Hills. She has 44 years of policing experience and will provide our team with the foundational knowledge of daily logistics of police departments. In addition, Chief Olko has been the City representative for the design and construction of the Meridian Township and Auburn Hills police department.

Our team recognizes the importance of this opportunity and how municipal design projects can positively impact the community. As a treasured landmark of Birmingham, it is important that any proposed renovations to this building prioritize not disrupting the historic front and side facades. Our team's extensive experience in historic material research and preservation will ensure our proposed concepts will complement the existing architecture.



SECTION 2

WORK PLAN

SECTION 2: WORK PLAN

1.0 - Phase 1 - Assessment Report:

1.01 Kick-off Meeting - After the award of the project, our team will work to set up a Kickoff Meeting with the City and other stakeholders to discuss the schedule and work plan of the project, as well as address questions and concerns about the process. We anticipate this to be a one-hour to two-hour meeting.

1.02 Investigative Site Visit and Documentation Period - Once the project has been set up and the Kickoff Meeting is complete, the entire team, including a representative from each consulting engineering practice will visit the site for an investigative site visit. The purpose of this visit will be to closely evaluate and document the existing conditions of the building through photographs, notes, and conversations. The team will be evaluating the existing structure, the existing mechanical, electrical, and plumbing infrastructure, the existing fire alarm and fire sprinkler systems, and testing the water pressure of the existing fire suppression system. This information will be critical in the writing of the existing building assessment and needs assessment portions of the project. Before conducting the building assessment, the team will partake in a walking tour of the immediate vicinity to expand our understanding of the context.

1.03 Programming Interviews - Our team will conduct interviews over the course of several days with stakeholders and user groups within the Police Department and City Hall. The interviews will focus on gathering information regarding security, operations, file management, and the overall experience of working in the existing building. The information will be recorded and organized into spreadsheets and reports to help the project team understand existing conditions. This information will be vital to the success of the project, by providing guidance to the team about areas of greatest security concern and tactics for improved operational efficiency. We anticipate this process to take approximately one week of interviews and data organization.

1.04 Evaluation of Equipment and Material Storage Needs - In this task, the project team will create a catalog of existing areas and types to compare against the information gathered during the site visit and programming interviews with the Police and City Hall staff. From this analysis, spreadsheets, tables, narratives and diagrams will be created to determine the uses and ideal locations for equipment and storage needs.

1.05 Evaluation of Existing Spaces, Evidence and File Storage, and Storage Management Practices - During the Programming Interviews, questions regarding the current and desired file storage and management practices will be asked and documented. In combination with the information gathered during the Site Visit, the documentation from the interviews and the space evaluation from the previous design task, a conclusion will be made about alternative approaches to file storage and management. Included in the final Needs Analysis and Assessment Report, the alternative solutions here will influence the conceptual designs of the second phase.



1.06 Evaluation of Structural, Mechanical, Electrical, and Plumbing Conditions - During the Site Visit, the Architecture team and Structural Engineering consultant will examine and document the existing structure, based on what is visible, determined based on professional competency, and understood from the provided 1993 addition drawings. The team will look for failing structural components/systems or areas of concern with the existing building. From this analysis, recommendations, if any, will be provided in the form of written narrative and diagrams in the Phase 1 Report. Recommendations for any alterations and/or additions will be provided in the Phase 2 Report.

1.07 Americans with Disabilities Act (ADA) Site Visit and Report - Members of the Architecture team will perform an additional Site Visit to measure existing clearances, slopes of walking surfaces, signage, operable hardware in the accessible path of travel, and other details included in the Americans with Disabilities Act with careful attention to detail. Once the additional Site Visit is complete, the team will compile gathered information and compose a report with all findings, including a table for priority items, and recommendations for improvements.

1.08 Evaluation of Security Needs - With the information gathered during the site visit, programming interviews, and via existing plans, an inventory of existing security measures will be compiled, in conjunction with an inventory of preferred improvements. This information will be diagrammed and included in the final Needs Analysis and Assessment report.

1.09 Development of Space Needs Program - By developing a detailed spreadsheet of existing space functions and areas with adjacency and bubble diagrams, the team will be able to understand how the facility is currently used. Throughout the first phase of the project, the team will gather information that will provide direction on which spaces function well and which do not. By combining these two data sets, a detailed analysis of spaces needed with approximate square footage areas will be developed. The end result will be a series of tables and diagrams that will provide direction for the Conceptual Designs of the second phase.

1.10 Final Needs Analysis and Assessment Report

- The final deliverable for Phase 1 will be a full report, including existing space usage and programming needs, inventories of existing systems conditions, narratives of observation of areas for improvement from all consultants, and a thorough existing accessibility (ADA) report.

2.0 - Phase 2 - Recommendations:

2.01 Phase 2 Kickoff Meeting and Design Charette - To begin the second phase of the project, we propose a Kickoff Meeting with key members of the Police Department and City, as well as the project team. The format will be an in-person meeting to re-evaluate the discoveries of the first phase as a segue into brainstorming and thinking creatively about how to most effectively approach the Conceptual Design solutions. The outcome of this meeting will be sketches, diagrams, notes, and action items.

2.02 Building Information Model (BIM) of Existing Building - In order to develop Conceptual Design solutions, the team will first need to know the size, scale, and layout of the existing building. By taking the information discovered in the first phase and combining it with the existing plans and any field measurements, the team will develop a three-dimensional BIM file. The final BIM will be the foundation of the Conceptual Design plans, elevations, sections, and renderings and will be delivered to the City at the end of the project.

2.03 Development of Multiple Design Options - The design team will provide multiple design options for review. Thinking creatively about how to maintain the historical integrity of the existing building while improving the restricted/unrestricted access, needed amenities, and additional operational capacities will be critical in this process. All of the information gathered in the first phase of the project as well as the material produced during the Design Charette will provide guidance in this process.

In addition to the primary security, operational, and historical preservation objectives of the project, the team will explore sustainable design approaches to integrate into the Architectural systems as well as Structural, Mechanical, Electrical, and Plumbing systems. Creative ideas that evaluate how to reduce operational costs and cut carbon footprints will be a priority in the design recommendations.

The result of this task will be plans, sections, elevations, renderings, and any other instruments of service required to convey the ideas of the Conceptual Design recommendations.

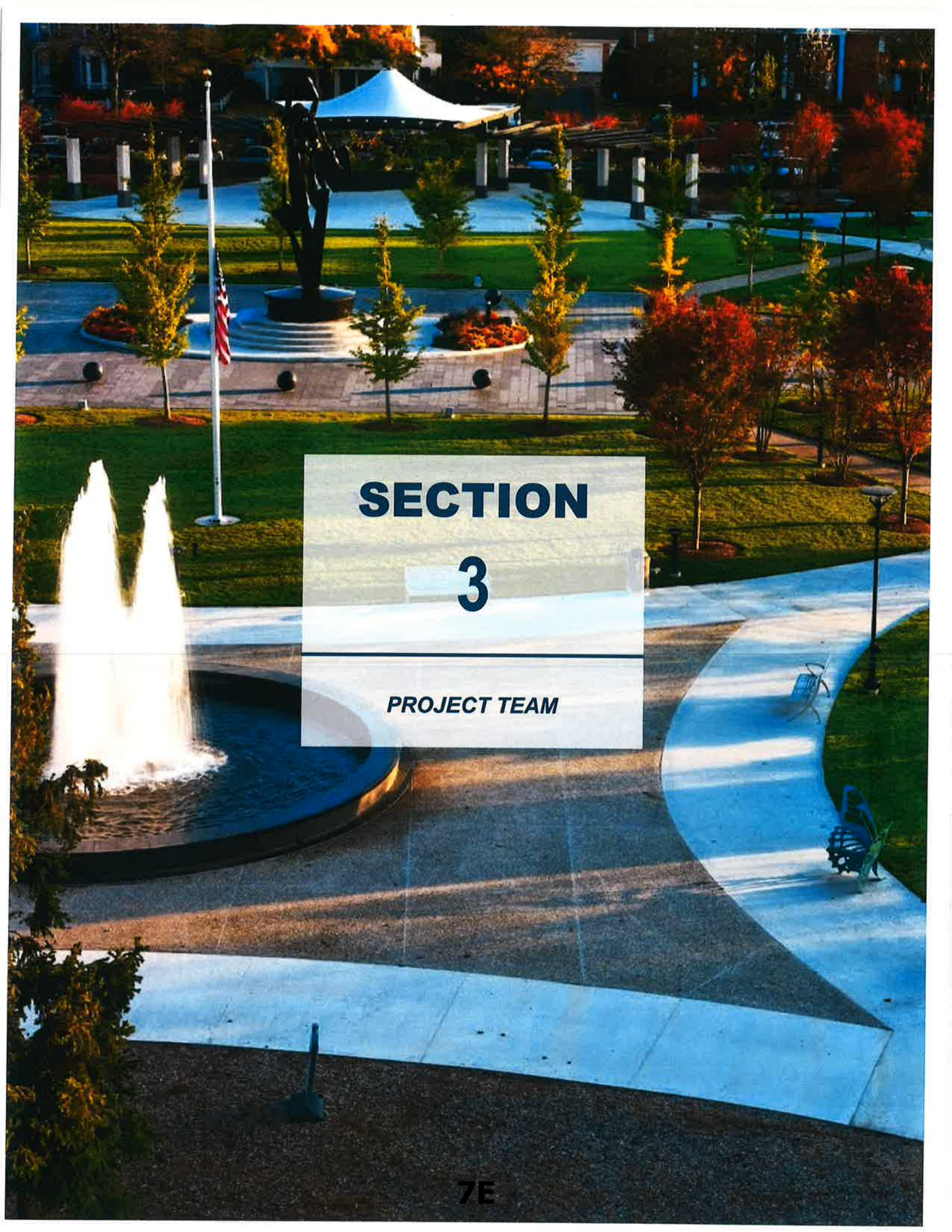
2.04 Cost Estimate - Planning and constructing new facilities is an expensive endeavor. We understand that and rely on detailed cost estimating to influence our design decisions. In the modern economy where escalation can change overnight, we believe that understanding costs today and projections for tomorrow is critical. We will break down the costs associated with any rehabilitation work and/or new construction work individually and together. We will also provide estimates for future building operation costs. Our Cost Estimating efforts will begin at the start of the project, documenting anticipated work and ancillary costs so that there are no surprises in the delivery of our work. Additionally, the Cost Estimate will include a comparative analysis between each of the design options proposed. This analysis will influence the decision making process, providing for detailed intersections between each of the design options to find the one that works best, even if the solution is a hybrid.

2.05 Documentation of Process and Methodologies - Throughout the development of our work, interim milestones will be scheduled and files will be archived for review at a later date. At each milestone, a narrative memo will be prepared which will include exhibits documenting the analysis and design processes. Each report will be audited internally and by the city as requested. At the end of this phase of work, each report will be compiled into an appending document, showing the timeline of the process, the decisions made, and the information leading up to them.

2.06 Development of Final Report - Included in the report will be all of the findings and projections from Phase 1, in addition to renderings, diagrams, plans, elevations, sections, and detailed information about the recommended design strategies. Additionally, the final report will include our Cost Estimate and appended documentation of the analysis and design methodology with our professional recommendation.



2.07 Presentations - As the concluding step in this process, our team will present an overview of the project, the design methodology and approach to information gathering, the conclusions about current needs and high-priority concerns, the design options, the cost estimates, and finally our professional recommendation. Each presentation will include visual aids in the forms of a graphic presentation, informational handouts, and opportunities for thorough question and answer sessions. Each presentation will be tailored to the specific stakeholder group to provide the appropriate information for each governing body.

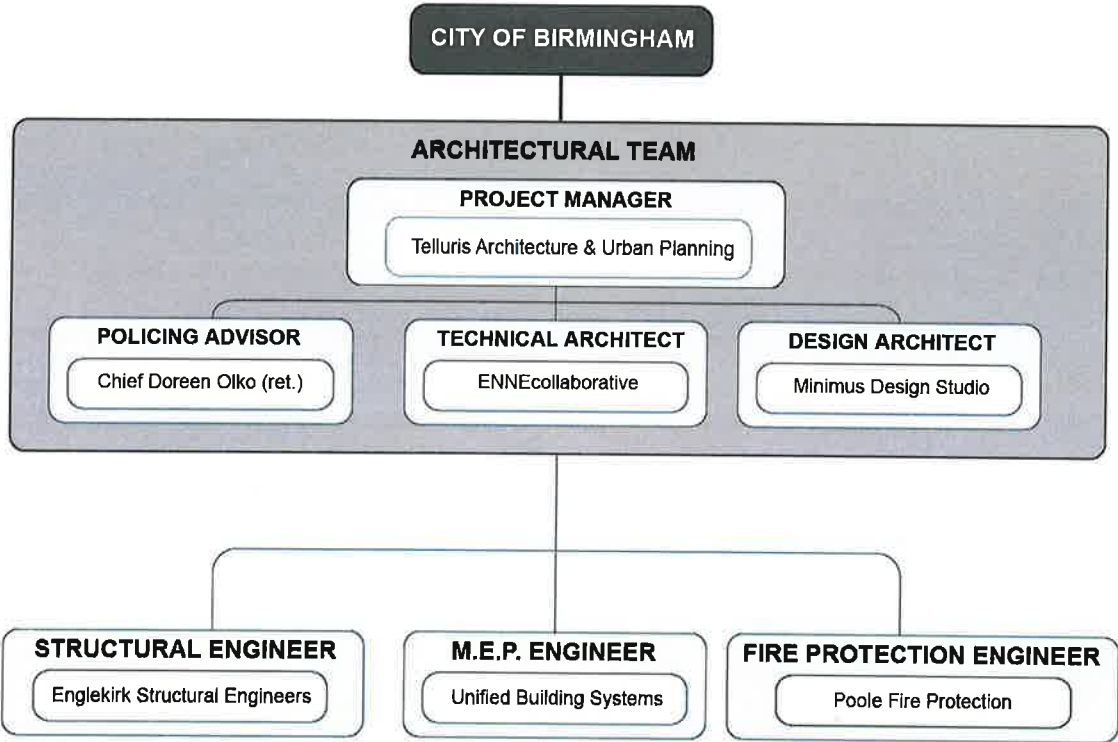
A photograph of a park at dusk or dawn. In the foreground, a circular fountain with two jets of water is on the left. A paved path curves from the bottom right towards the center. In the middle ground, a statue of a person stands on a circular base. To the left of the statue is a flagpole with an American flag. In the background, a gazebo with a white roof is visible. The trees have autumn-colored foliage.

SECTION

3

PROJECT TEAM

SECTION 3: PROJECT TEAM



ARCHITECTURAL TEAM	STRUCTURAL ENGINEER - ENGLEKIRK
Aaron Olko, Project Manager Availability: 60%	Kai Hayashida, Senior Associate Availability: 60%
• Architect of Record, main point of contact	• Lead structural engineer
Adrienne Davies, Project Architect Availability: 65%	MEP ENGINEER - UNIFIED BUILDING SYSTEMS
• Lead Technical Architect	Michael Harris, President Availability: 60%
Romica Singh, Design Architect Availability: 70%	• Lead mechanical engineer
• Lead Design Architect	Fares Abdallah, Electrical Engineer Availability: 60%
Robert S. Janik, Advisor Availability: 50%	• Lead electrical engineer
• Quality control advisor	FIRE PROTECTION ENGINEER - POOLE FIRE PROTECTION
Chief Doreen Olko (ret), Advisor Availability: 50%	Drew Poole, Director Availability: 50%
• Police operations advisor	• Lead fire protection engineer
	Eric Reed, Senior Engineer Availability: 65%
	• Fire protection engineer

Comparable Projects:

Ventura County Sheriff's Department - Todd Road Jail

Ventura County, California

Housing block addition to an existing detention facility.

HBC / Streetworks Development - Saks Fifth Avenue Redevelopment

Beverly Hills, California

Renovation of a nationally registered historic building, development of a new five story mass-timber building and two luxury condominium buildings, and two subterranean parking structures.

Cedars Sinai Healthcare - Marina Del Rey Hospital Tower

Los Angeles, California

Development of a new twelve-story hospital tower.

Sharp Healthcare Systems - Sharp Memorial Hospital Campus Redevelopment

San Diego, California

Redevelopment of an existing hospital campus including a new tower, power plant, and ancillary facilities.

Los Angeles Metropolitan Transportation Authority (LA Metro) - Link US (Union Station)

Los Angeles, California

Feasibility study, needs analysis, and conceptual design for an addition to the historic Union Station in Los Angeles.

Houston Transportation Authority - Houston High Speed Rail Feasibility Study

Houston, Texas

Train station and urban regeneration study for Texas' first and only high speed train corridor.



Project Manager

Aaron Olko, AIA, NCARB

Company Affiliation: Telluris Studio Inc.

Role on Project: As Project Manager and Architect of Record, Aaron will be the main point of contact. He will provide leadership in the delivery of the project.

About: As a licensed Architect in California and Michigan, Aaron is experienced in a variety of project types including Civic & Government Infrastructure, Transportation, Mixed-Use Commercial & Residential, Commercial, and Single-Family Residential. He is also experienced in large-scale, regional planning projects as well as multi-block urban design strategies. Having practiced as an Architectural Designer and Urban Planner in Michigan since 2009 and in California as an Architect since 2014, Aaron has experienced a variety of design problems at different scales and throughout all project phases, from Existing Facility Assessment Reports to Construction Administration.

Education:

Master of Architecture II

The Southern California Institute of Architecture (SCI-Arc)

Los Angeles, CA

The Parametric City Design Workshop

The Shanghai University of Engineering Science

Shanghai, China

Bachelor of Science in Architecture

Lawrence Technological University

Southfield, MI

Reference:

Jairo Guillen, Program Manager - Vanir

Phone: (530) 848-4961

Email: jairo.guillen@vanir.com

Relevant Project Experience:

California Department of Corrections and Rehabilitation (CDCR) - Statewide Medication Distribution Program (SWMD)

California - Multiple Locations



As the Project Manager and Project Architect, Aaron's role was to develop and oversee this initiative to improve healthcare conditions for inmates across the state of California. The result of a statewide initiative, the SWMD program strove to provide pharmacies of various sizes inside of and appended to existing penitentiaries. This portion of the program included planning and development of 15 healthcare facilities inside 13 different prisons throughout the State of California, including Pelican Bay State Prison, Los Angeles County State Prison, and Folsom State Prison. Each facility required an assessment report before the initiation of the design work, which included assessments of existing operations; overall site conditions (security walls, fire lanes, sally-ports, etc.); existing structural conditions; existing fire alarm and sprinkler conditions; and existing mechanical, electrical, and plumbing conditions. The design of each facility includes fully secure wall partitions (fully grouted concrete block walls with steel reinforcement and impact-resistant gypsum with metal lath backing); bullet/impact-resistant interior and exterior windows for monitoring inmates; anti-ligature surfaces; steel ingress and egress doors with maximum-security locks; steel sinks for inmate and staff use; independent and integrated HVAC systems; and updated and integrated fire alarm and suppression systems.

Comparable Projects:

*Riverside County Transportation
Commission (RCTC) - Coachella Valley Rail
Corridor Study*

Riverside County, California

Feasibility study for train station configurations, parking needs analysis, and conceptual designs.

Fort Worth Transit Authority - TEX-Rail

Fort Worth, Texas

Development of eight commuter rail train stations between downtown Fort Worth and Dallas-Fort Worth airport.

*Los Angeles Metropolitan Transportation
Authority (LA Metro) - Purple Line Subway
Extension, Phase 1*

Los Angeles, California

Development of three subway tunnel box platforms and entrance portals.



Los Angeles Department of Water and Power (LADWP)
Hoover Street Power Yard and West Los Angeles Power Yard
Los Angeles, California
HDR Engineering Company

As a Project Architect, Aaron assisted a large team to develop and coordinate these two separate projects. The LADWP Power Yards projects were designed to replace two existing facilities within the City of Los Angeles. The first step in replacing these facilities was to conduct an assessment of the existing facilities to understand existing operations and to develop a program of current and future needs, as well as to determine if any of the existing facilities can be used in the new design. The resulting projects include maintenance yards for equipment and heavy supply storage, as well as heavy service truck parking; repair garages for repairing and maintaining the service trucks; warehouses for storing light supplies and tools; offices, fitness centers, and industrial sized kitchens for employees; and shared community spaces for a variety of uses. Both facilities were designed to LEED Gold standards, with the possibility of becoming LEED Platinum.

Los Angeles Metropolitan Transportation Authority (LA Metro) - Emergency Security Operations Center (ESOC)

Los Angeles, California

HDR Engineering Company



As Project Designer, Aaron was responsible for the design, development, and coordination of the LA Metro ESOC project. The function of the facility is to provide high-level operational control over the entire LA Metro transit network, and in the event of an emergency, to provide shelter and protection for the operators running the facility until emergency conditions normalize. The facility was designed to be highly secure, with a defensible building siting (away from the street and above the ground); a sally port style security checkpoint entrance; blast resistant glass; sleeping and cooking facilities for lockdown type scenarios; a central operation and control room; as well as a subterranean cistern for water supply and an uninterrupted power supply to operate the facility off-grid for long periods of time.

Comparable Projects:

*100 Woodward Avenue Building
Birmingham, Michigan
Biddison Architecture*

This 20,000 sf mixed-use building renovation project is in the center of downtown Birmingham that houses an art gallery, retail shop, and office space. As part of the architectural team, Adrienne's contribution to this project was to assist in the construction document and construction administration phase.

*Midtown West, Detroit, Michigan
McIntosh Poris Associates*

The first building of a new Detroit development. 36,000 sf new build mixed use building including 4,200 sf of retail, 26 condo units, and 3,000 sf of amenity space.

*7451 Woodward Ave, Detroit, Michigan
McIntosh Poris Associates*

11,000 sf rehabilitation of a mixed use commercial office and retail building in Detroit's New Center Neighborhood on Woodward Ave. adjacent to the QLine.

*Haggerty Square, Livonia, Michigan
Biddison Architecture*

A 10-acre new build development including 2 retail buildings totaling 32,000 sf and 2 apartment buildings totaling 258,000 sf. These 3 story residential buildings include 200 units, an in-ground pool, shared space, and resident parking garages.

*Reduced Scale Wind Tunnel Building at GM
Tech Center, Warren, Michigan
Ghafari Associates*

The 35,000 sf new construction facility houses a wind tunnel that tests clay vehicle models and 4,500 sf of office, vehicle prep areas, lab, and an underground tunnel.

*College for Creative Studies Arts & Crafts
Yamasaki Building, Detroit, Michigan
Ghafari Associates*

Interior renovation of art studio to office space for an Iconic building.



Project Architect

Adrienne Davies, RA

Company Affiliation: ENNEcollaborative

Role on Project: As the Project Architect Adrienne will be the technical leader to bring the design of the project into reality.

About: Adrienne Davies is a licensed Architect and founder of ENNEcollaborative, a creative architecture and design studio with a diverse portfolio across residential, commercial, and hospitality sectors. Adrienne has developed an in-depth working knowledge of building codes and materials from her 14 years of professional work experience bringing local projects into reality. She believes in the power of functional, meaningful, and beautiful design to improve everyday life. Her work combines large-scale contextual integration to the environment and thoughtful attention to small details. Adrienne is also active in her community. She is currently leading an architecture committee assembled to preserve the Mid Century Modern architecture of Holly Hill Farms in Farmington Hills. Holly Hill Farms has one of the largest collections of historically significant Mid Century Modern homes in the Metro Detroit area.

Education:

Master of Architecture, Design and Practice Concentration
Lawrence Technological University
Southfield, MI

Bachelor of Science in Architecture
Lawrence Technological University
Southfield, MI

Reference:

Sam Surnow, President - The Surnow Company
Phone: (248) 877-4000
Email: sam@surnow.com

Relevant Project Experience:

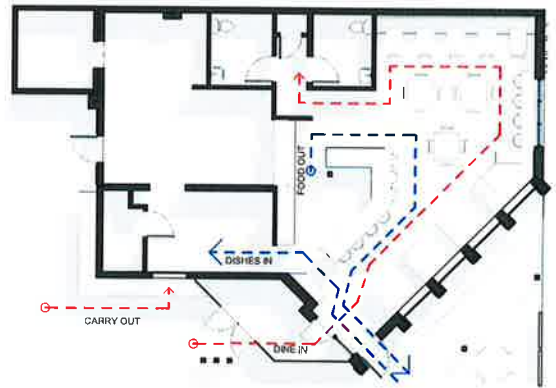
Beppe Restaurant

Royal Oak, Michigan

This abandoned building, on Main Street in Royal Oak with strong roots in the community, was brought back to life and named one of the most anticipated new restaurants coming to metro Detroit in 2022 by the Metro Times.



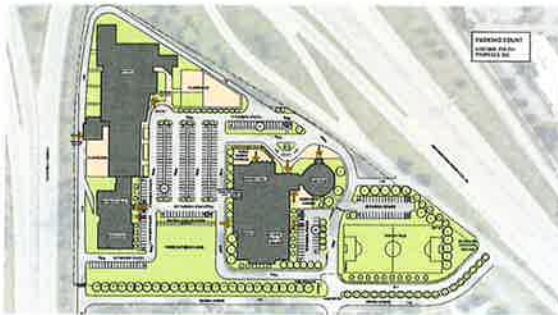
Due to the building's compact footprint, it was vital to best utilize the existing space through creating a circulation study. To alleviate internal circulation congestion a walk-up window was added to the exterior facade, a door was added for direct access to the patio and the kitchen cooler and the entry vestibule were moved to the outside of the building.



This renovation required sensitivity to its context, which was recognized by The Royal Oak Chamber of Commerce through awarding the project a beautification award for one of the best transformations of a building in 2021.

St. John Church

Southfield, Michigan
McIntosh Poris



The St John Church Campus Master Plan Project included a traffic study, parking analysis, accessibility analysis, outdoor space reconfiguration, interior renovation to 24,000 sf of classroom, office, and banquet space. This renovation will make the church a better place for worshippers, Sunday school students, the choir, volunteers, weddings, church meetings, funeral ceremonies, and security to function simultaneously. In order to better understand Armenian heritage, cultural and religious symbolism we researched Armenian designs and had discussions with church committees and clergy. From this, we incorporated various Armenian symbols and the work of Armenian artists into the renovation. One of the intentions of this renovation is to ensure that everybody has access to the same opportunity. In particular, the choir room was relocated from the basement to the first floor so that the senior choir members did not have to travel a long distance to participate in choir practice. The handicap parking layout was revisited for easier pedestrian circulation. A new ADA single-stall family restroom was added for use by parishioners, visitors, and people with disabilities or special needs.

Comparable Projects:

University of Michigan Hatcher Library Repairs

Ann Arbor, Michigan

UM AEC

Historic building facade forensics and roof repair documentation with the AEC team at UofM.

Wayne State University Chatsworth Apartments Renovation

Detroit, Michigan

Hamilton Anderson Associates

Design and documentation for a complete interior reconstruction while preserving the historic lobby and exterior facade.

Detroit Public Schools Community District Renovations

Detroit, Michigan

Stantec Architecture

Design and construction documentation of facade, door, and window renovations while maintaining the historic nature of the building.

Cantina Restaurant/Cafe

Historic West Village, Detroit, Michigan

Responsible for documenting the conversion of an existing 2,600 sf apartment space into a new use, a quick-serve restaurant and cafe with a new ADA entry.

MGM National Harbor Casino Development *Los Angeles, California*

Hamilton Anderson Associates

New resort construction responsible for planning of the gaming floor and associated entertainment venues, along with administration and back of house secured spaces, High Limit gaming area, and full design of a poker expansion addition.

Hudson's Development

Detroit, Michigan

Hamilton Anderson Associates

Programming, planning, and conceptual design in the early phases of Detroit's newest large-scale development.



Design Architect

Romica Singh, AIA, NCARB

Company Affiliation: Minimus Design Studio, LLC

Role on Project: As the Design Lead on the Project, Romica will distill the available information about the project into a conceptual design and will provide direction of design decisions throughout the project.

About: Romica is a licensed Architect in Michigan and brings an energetic and thorough approach to each design solution. She is experienced in a variety of building types focusing on both the aesthetic and technical aspects of hospitality, commercial, educational, workplace, building forensics, historical preservation, and medium-to-large scale, multi-use projects. With the combined multidisciplinary background and collaborative design approach, Romica finds opportunities to implement best practice and innovation from conceptual design through contract documentation and completion of construction.

Education:

Master of Architecture, Design and Practice Concentration
Lawrence Technological University
Southfield, MI

D3 Natural Systems Design Workshop
The Shanghai University of Engineering Science
Shanghai, China

Bachelor of Science in Architecture
Lawrence Technological University
Southfield, MI

Reference:

Michelle Smay, Design Manager - University of Michigan, Ann Arbor
Phone: (734) 904-9790
Email: chelle@umich.edu

Relevant Project Experience:

University of Michigan -

Hutchins Hall & Cook Legal Research Library Repairs

Ann Arbor, Michigan

Working with the AEC department at UofM and facade engineers, Romica was able to identify and document water-damaged surfaces on the exterior facade and interior finishes of both Cook Legal Research Library and Hutchins Hall. Water infiltration through masonry and windows caused significant damage on all floors, including deterioration of plaster, paint, and stone.



The building's walls and ceilings are traditional lime/gypsum plaster, which are susceptible to moisture degradation, particularly from continuous wetting over long periods of time. The existing plaster was softened, ruptured, eroded, and eventually separated from substrates. Most of the paint and plaster damage had general surface erosion with deterioration of associated paint surfaces. The work was documented to remove all areas of damaged plaster down to stable material and to remodel and repaint to match existing. The window surrounds on the buildings are oolitic limestone, a porous material. The stone damage inside the buildings were a direct result of subsurface efflorescence, coupled with physically unsympathetic Portland cement repairs at the exterior. Damage to the building's limestone was extensive and was documented to be cleaned, remove the unsympathetic Portland stone patches, and repair the stone surfaces using appropriate mortar.

The team worked together on both projects to exercise an uncompromising respect for the historic materials through:

- Research on existing construction
- Full documentation of areas in need of work
- Retaining original architectural elements
- Using reversible treatments to conserve existing materials
- Flagging old work from new

University of Michigan -

Rackham Auditorium Interior Renovation

Ann Arbor, Michigan

Design and documentation with the AEC team at UofM to repair existing historic interior finishes, including seating, floor finish, historic paint finishes, and refinishing the ceiling gold leaf design.





Advising Principal

Robert S Janik, AIA, NCARB, LEED AP

Company Affiliation: Telluris Studio Inc.

Role on Project: Leads Quality Control and Assurance process for this project.

About: Robert is a Southern California based career Architect, with over forty years of experience managing, planning and designing Critical Governmental, Transportation, Mixed-Use / Housing / Commercial, Education, and Healthcare projects. After attending the University of Oregon, Robert received licenses to practice architecture in California, Oregon, Washington, Arizona, and Hawaii. He is an NCARB (National Council of Architectural Registration Boards) Certified Architect, and a LEED (Leadership in Energy and Environmental Design) Accredited Architect.

Robert has a thorough understanding of architecture, engineering, construction and the fabrication process. He has extensive expertise in sustainable design, planning, regulation, code compliance and ADA (Americans with Disabilities ACT) compliance. He is an active member of the design community, including membership in the AIA (American Institute of Architects). Robert is the Advising Principal at Telluris Architecture & Urban Planning. He evaluates each proposal and contract and he leads the quality control and assurance process for each project.

Education:

Certification for Planning and Design for Health Care
Harvard University Graduate School of Design (GSD)
Cambridge, MA

Bachelor of Architecture
University of Oregon, School of Architecture
Eugene, OR

Reference:

Moshik (Mo) Mah, Deputy Executive Officer, Transit Architecture, LA Metro
(Former: Project Manager, ESOC, Associate Vice President Transport Architecture
- HDR Inc.)

Phone: (213) 631-6713

Email: moshik.mah@gmail.com

Relevant Project Experience:



University of Portland - Swindell's Interactive Laboratory Building

Portland, Oregon

Soderstrom Architects, PC

Design Architect responsible for the design of the 41,617 SF three story sustainable biology and chemistry teaching laboratory. Project included extensive evaluation of each building material for local sourcing, longevity, and impact to the environment. Brick exterior and Tile pitched roof made the project compatible with the campus master plan and character. Roof mansard shields view of extensive energy efficient roof top mounted mechanical equipment which includes heat exchangers, evaporative cooling and chemical exhaust extractors. Awards include: Portland General Electric "Gold Award, Portland BEST Business Award for the Best Innovation of Energy Efficiency, and the Ralph Robson Region XI Technology Award. Estimated construction cost \$10 million.

Portland International Airport - Military Entrance Processing Center (MEPS), GSA / Department of Defense (DOE), Equity Development Inc.

Portland, Oregon

Soderstrom Architects, PC

Robert was Project Manager for the design and construction administration of a "build to suit" 23,700 SF Military Candidate Testing Center that also included both medical examination and occupational screening functions. The new facility includes site development, parking and landscaping, and a large entry canopy. The facility included interior design and the selection of contemporary office building materials and amenities. The estimated construction cost was \$2.5 million.



Comparable Projects:

Public Safety Police Department

Meridian Township, Michigan

Chief Olko was the department representative in the construction of new public safety facilities and as a result deeply involved in the design and construction of the building.



Specialist Advisor

Chief Doreen E Olko, ret

Company Affiliation: Telluris Studio Inc.

Role on Project: Police operations advisor for this project.

About: Prior to retirement in 2018 she was the Chief of Police for the City of Auburn Hills for 22 years with a total policing career of 44 years. During that time she also served in two additional agencies: Ingham County Sheriff and Meridian Township Police. She was appointed by Governors Granholm and Snyder to the Michigan Commission on Law Enforcement Standards and is the recipient of multiple awards from professional organizations. She knows the daily logistics of police departments and the needs of police services in a modern world. Chief Olko is familiar with Birmingham Police as a result of working with their department on policing projects in the past.

Education:

FBI Executive Development, Session #44

Quantico, VA

Masters of Liberal Studies in Technology,

Eastern Michigan University

Ypsilanti, MI

Bachelor of Science

Michigan State University School of Criminal Justice

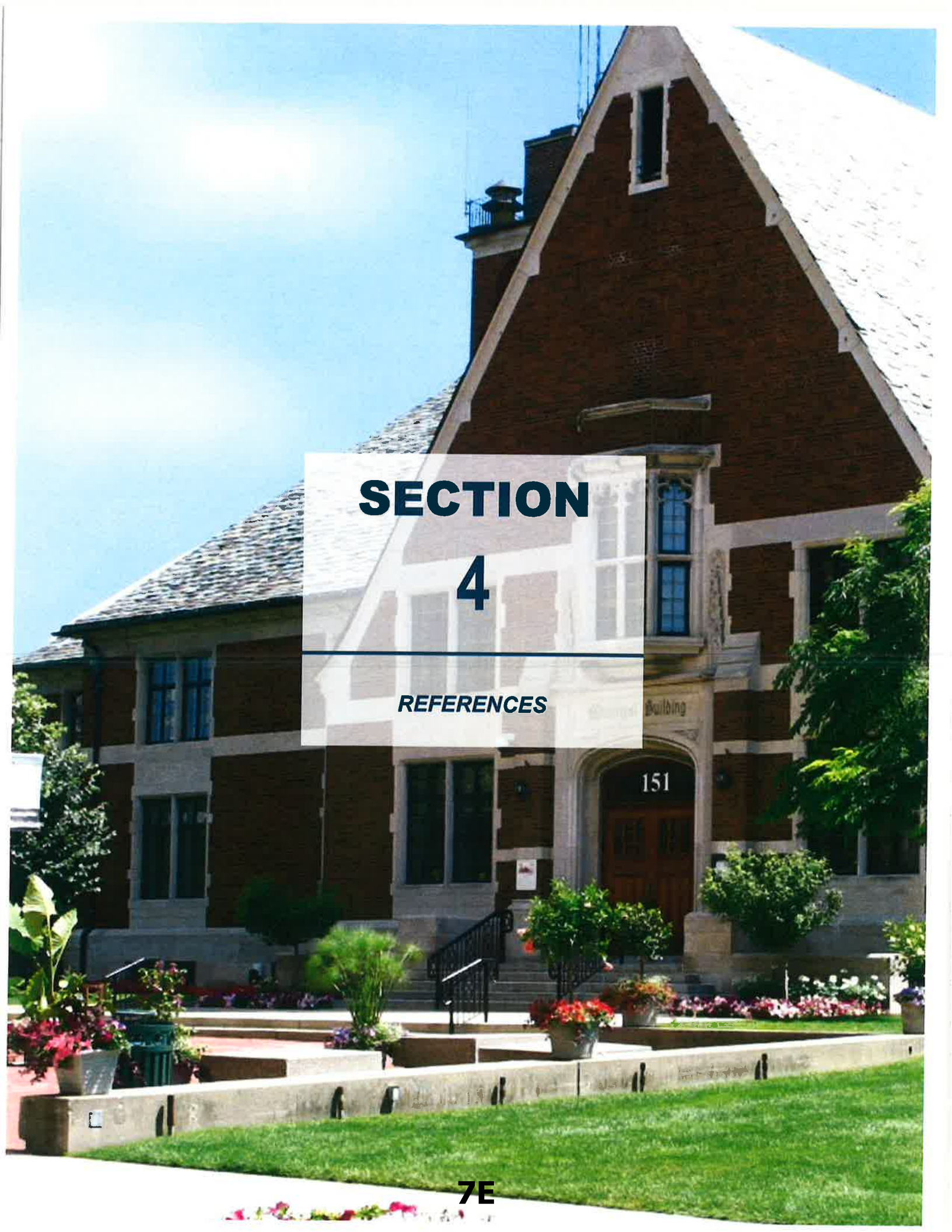
Lansing, MI

Public Safety Police Department

Auburn Hills, Michigan

Chief Olko was the department representative in the construction of new public safety facilities and as a result deeply involved in the design and construction of the building.





SECTION 4

REFERENCES

SECTION 4: REFERENCES

TELLURIS ARCHITECTURE & URBAN PLANNING

Aaron Olko

Jairo Guillen, Program Manager - Vanir

Phone: (530) 848-4961

Email: jairo.guillen@vanir.com

Robert S. Janik

*Moshik (Mo) Mah, Deputy Executive Officer, Transit Architecture, LA Metro
(Former: Project Manager, ESOC, Associate Vice President Transport
Architecture - HDR Inc.)*

Phone: (213) 631-6713

Email: moshik.mah@gmail.com

ENNEcollaborative

Adrienne Davies

Sam Surnow, President - The Surnow Company

Phone: (248) 877-4000

Email: sam@surnow.com

MINIMUS DESIGN STUDIO

Romica Singh

Michelle Smay, Design Manager - University of Michigan, Ann Arbor

Phone: (734) 904-9790

Email: chelle@umich.edu

SECTION
5

FEE PROPOSAL

APPENDIX

A

*RESUMES &
QUALIFICATIONS*

Englekirk

INSTITUTIONAL

Principals

Tony Ghodsi, PE, SE
Los Angeles

Lawrence Y. Ho, PE, SE
Los Angeles

Michael Kawaharada, PE, SE
Honolulu

Christopher R. Rosien
Los Angeles

Thomas A. Sabol, PhD, PE, SE
Los Angeles

Russell Tanouye, PE, SE, LEED AP
Los Angeles

Vladimir A. Volnyy, PE, SE
Los Angeles

Associate Principals

Ety Benichou, PE, SE
Los Angeles

Mahmoud Faghihi, PE, SE
Los Angeles

Mohamed Hassan, PhD, PE, SE, LEED AP
Orange County/San Diego

Zen Hoda, PE, SE
Orange County/San Diego

Kimberly Hoo, PE, SE, LEED AP
Honolulu

Diana Erickson Nishi, PE, SE
Los Angeles

Reid Nishimura, PE, SE
Honolulu

Staff

90 Total

72 Technical
43 Engineers / 29 BIM Modelers

Firm Overview

As it has since 1969, the Englekirk name continues to stand for innovation and teams of structural engineers completely dedicated to achieving project goals. Our project experience is broad: from single family residences to 1.5 million square foot museum campuses, from 10 stories below grade to 60 stories above grade, from simple wood frame construction to innovative seismic isolation and hybrid precast systems, and from brand new construction to delicate historical restoration. Our decades of practical experience, advanced technical knowledge, and spirit of teamwork combine to achieve budgets and schedules demanded by the most rigorous projects.

Englekirk Institutional serves the institutional market sector including laboratory, education, government, healthcare and museum projects. We used our hillside construction expertise to ensure the success of the 1.5 million square foot Getty Center constructed along a mountaintop ridge in Los Angeles. Our advanced planning and application of mechanism-based design resulted in successful construction of a three-story auditorium/classroom building atop a 5 million gallon thermal energy storage tank. Special areas of expertise include seismic evaluations, historic preservation, progressive collapse and wind engineering.

Los Angeles

*888 S. Figueroa Street, 18th Floor
Los Angeles, CA 90017 USA*

*323.733.6673
323.733.8682 fax*

*info@englekirk.com
www.englekirk.com*

Orange County

Honolulu



Hospitality/Residential

Century Plaza Towers

Century City, CA 1,500,000 sf,
Two 46-Story towers

8th Grand & Hope Tower

Los Angeles, CA 1,014,697 sf, 45 Stories

8th & Fig Residential Tower

Los Angeles, CA 42 Stories

Mirabel

Los Angeles, CA 43 Stories, 716,740 sf

The Carlyle

Los Angeles, CA 450,000 sf, 24 Stories

The Californian on Wilshire

Los Angeles, CA 23 Stories

Beverly West Tower

Los Angeles, CA 320,000 sf, 21 Stories

Summit on 6th

Los Angeles, CA 181,000 sf, 11 Stories

2972 7th Street Apartments

Los Angeles, CA 304,900 sf, 7 Stories, 228 Units

685 New Hampshire Avenue Apartments

Los Angeles, CA 158,200 sf, 7 Stories, 150 Units

K2 Los Angeles: 688 Berendo

Los Angeles, CA 149,000 sf, 6 Stories, 130 Units

Mariposa Apartments

Los Angeles, CA 77,031 sf, 6 Stories, 100 Units

1901 First Street Apts & Parking

Santa Ana, CA 343,500 sf, 5 Stories, 242 Units

Clark Reseda Apartments

Tarzana, CA 234,675 sf, 5 Stories, 170 Units

11460 Gateway

Los Angeles, CA 400,000 sf, 4 Stories

Mixed Use

The Avenue

Hollywood, CA 385,000 sf, 7 Stories

1011 Pine Avenue Apartment Conversion

Long Beach, CA 114,000 sf 13 Stories

Plaza La Reina

Los Angeles, CA 38,000sf, 6 Stories

Retail

The Oaks Mall Expansion

Thousand Oaks, CA 575,000 sf

Santa Monica Place Renovation

Santa Monica, CA 586,500 sf

Los Cerritos Center Expansion 2006

Cerritos, CA 45,000 sf

Los Cerritos Center Expansion 2015

Cerritos, CA 90,000 sf

Vintage Fair Mall — Sears Repurpose

Modesto, CA

Gottschalks Building- Valley River Center

Eugene, OR

Senior Housing/ Affordable Housing

Ingraham Apartments

Los Angeles, CA 121 Units, 7 Stories

Path Metro Villas Phase 1

Los Angeles, CA 61 Units, 6 Stories

Path Metro Villas Phase 2

Los Angeles, CA 61 Units, 6 Stories

PATH

West Carson, CA 111 Units, 4 Stories

Pacific Palisades Senior Living

Los Angeles, CA 64,646 sf, 4 Stories

Riverwalk at Reseda

Los Angeles, CA 98,000 sf, 70 units, 4 Stories

Belmont Aliso Viejo

Aliso Viejo, CA 126,000 sf, 3 Stories

Belmont Village Assisted Living

Community of Scottsdale
Scottsdale, CA 92,000 sf, 3 Stories

Belmont Village

Calabasas, CA 100,000 sf, 3 Stories

Belmont Village Assisted Living

Community of Thousand Oaks
Thousand Oaks, CA 100,000 sf, 3 Stories

Parking Structures

LAWA CONRAC Parking Structure

Ready-Return/Idle Storage (RR/IS)

Los Angeles, CA 5,000,000 sf 18,000 spaces, 5 Levels

LAWA CONRAC

Quick-Turn Around (QTA)

Los Angeles, CA 720,000 sf, 3 stories

County of Los Angeles

Hall of Justice Parking Structure

Los Angeles, CA 316,000 sf,
4 Below/5 Above Levels, 1,000 Spaces

Professional Experience

Mr. Mahmoud Faghihi joined Englekirk in 2005 and has worked on numerous projects in Southern California. Mr. Faghihi's professional interest and expertise is in the area of the design of concrete, steel and wood structures. He has been responsible for a diverse range of projects including the design of regional malls, mixed use and institutional facilities. He is a registered Civil and Structural Engineer in the State of California.

Education

University of California, San Diego, BS, Structural Engineering, 2004

University of California, Los Angeles, MS, Structural Engineering, 2005

Affiliations

Structural Engineers Association of California

American Society of Civil Engineering

Lambda Alpha, Los Angeles Chapter

Urban Land Institute, Los Angeles Chapter

Office

Skechers - 2901 Sepulveda Boulevard

Hermosa Beach, CA 91,000 sf

Skechers - 330 Sepulveda Boulevard

Manhattan Beach, CA 80,000 sf
3 Below/ 1 Above

Skechers - 305 Sepulveda Boulevard

Manhattan Beach, CA 46,000 sf, 2 Stories

Skechers - 3001 Sepulveda Boulevard

Hermosa Beach, CA 35,000 sf

Seismic Rehabilitation

County of Los Angeles

Hall of Justice Seismic Retrofit and Parking Structure

Los Angeles, CA 335,000 sf, 14 Stories

Alameda Row Building B1 & B2

Los Angeles, CA 305,000 sf, Two 2 Story Buildings

Press Telegram Seismic Retrofit

Long Beach, CA 94,000 sf, 5 Stories

Century Plaza Hotel Renovation

Century City, CA 93,000 sf

410 7th Street

Los Angeles, CA 50,000 sf, 3 Stories

Alameda Row Building 3

Los Angeles, CA 6 Stories

11611 San Vicente Boulevard

Los Angeles, CA 10 & 4 Stories

800 Traction

Los Angeles, CA 9,000 sf, 5 Stories

Kai Hayashida
Associate



Institutional

Belmont Village Aliso Viejo
Aliso Viejo, CA 3 Stories

Belmont Village Calabasas
Calabasas, CA 3 Stories

Residential / Mixed-Use

Century Plaza Towers
Century City, CA 1,500,000 sf;
Two 46-Story towers

Mirabel
Los Angeles, CA 43 Stories

8th & Figueroa
Los Angeles, CA 42 Stories

Ivy Station
Culver City, CA 11 Stories

Nexen
Los Angeles, CA 5 Stories

Seismic Retrofit

410 7th Street
Los Angeles, CA 50,000 sf, 3 Stories

712 Olive Street
Los Angeles, CA 109,000 sf

800 Traction Avenue
Los Angeles, CA 5 Levels

929 East 2nd Street
Los Angeles, CA 29,000 sf

Paseo Colorado Ground Strengthening
Pasadena, CA

Hospitality

Whisky Hotel
Hollywood, CA 7 Stories

Retail/Entertainment

Vintage Faire Mall Sears Repurpose
Modesto, CA 132,000 sf

Theme Park Attraction
Universal City, CA 40,400 sf

Theme Park Attraction
Universal City, CA 11,000 sf

Professional Experience

Kai Hayashida joined Englekirk Institutional in 2017. He has extensive structural design experience in commercial type projects inclusive of residential, mixed use, hospitality, entertainment, and seismic rehabilitation of existing structures. He has been responsible for numerous projects constructed using steel, concrete, wood, and light gage lateral systems.

Education

University of Southern California, BS, Structural Engineering, 2015

University of Southern California, MS, Structural Engineering, 2016

Affiliations

Structural Engineers Association of Southern California

ACE Mentor Program



Unified Building Systems

About UBS

Philosophy

Unified Building Systems Engineering, LLC plays a key role in the collaboration of the construction and design team to better understand the overall project vision and goals. Our unique "hands-on" approach to MEP Consulting Engineering delivers not only expert guidance technically, but also efficient and productive design solutions resulting in a successful project to meet the overall project vision - on time and on budget. Utilizing our approach sets us apart from the competition, unveiling what could have been unforeseen scenarios in order to approach potential issues early in the design phase and reduce unexpected construction costs.

Services

Mechanical Engineering:

- ✦ Sustainable design of building heating, ventilating, and air conditioning systems.
- ✦ Building automation and energy management systems (DDC).
- ✦ Chilled water systems.
- ✦ Heating hot water systems.

Plumbing Engineering:

- ✦ Domestic hot and cold water systems.
- ✦ High Rise Plumbing
- ✦ Building storm, sanitary, and vent systems.
- ✦ Fuel gas piping systems.
- ✦ Performance specification of NFPA automatic sprinkler systems.
- ✦ Water conservation systems.

Electrical Engineering:

- ✦ Power distribution systems
- ✦ Emergency and standby power systems
- ✦ Lighting and lighting controls
- ✦ Low voltage systems
- ✦ Fire alarm systems
- ✦ Lightning protection

Commissioning and Retro-Commissioning:

- ✦ Design stage review
- ✦ Pre-functional testing.
- ✦ Functional testing.
- ✦ Submittal review.
- ✦ Owner training

Who is UBS?

Founded in 2019, Michael Harris & David Littlefield identified a need for an improved approach to MEP Consulting Engineering. To offer design services, with an improved hands-on approach and top-notch customer service from concept to completion. Not only are we licensed Professional Engineers, we engage with the entire project team to determine the goals of all stakeholders involved and implement those goals through design and on-site review and coordination with the construction team.

Leadership

- ✦ Michael Harris P.E. – President/Senior Mechanical Engineer
- ✦ David Littlefield, P.E. – Vice President/Senior Mechanical Engineer
- ✦ Fares Abdallah P.E. – Senior Electrical Engineer

Who we serve

- ✦ Developers
- ✦ Building Owners
- ✦ Architects
- ✦ Construction Managers
- ✦ Contractors
- ✦ End Users

Design Sectors

- ✦ K-12 facility design
- ✦ Healthcare
- ✦ Municipal
- ✦ Commercial and office
- ✦ Higher education facilities
- ✦ Housing (commercial and residential)
- ✦ Entertainment and restaurant
- ✦ Parking structure
- ✦ Sports and recreation
- ✦ Commercial kitchen



MICHAEL HARRIS,

PE

Senior Mechanical Engineer/President

EDUCATION

Oakland University
Bachelor of Science, Mechanical
Engineering

PROFESSIONAL EXPERIENCE

Unified Building Systems Engineering,
LLC
President
2019 – Present

Strategic Energy Solutions
Senior Mechanical Engineer/Project
Manager
2013 – 2019

Stybel Plumbing
Plumbers Apprentice
2009 – 2013

REGISTRATIONS & AFFILIATIONS

Registered Professional Engineer –
Michigan

SELECT EXPERIENCE

The Scott at Brush Park

New construction \$50 million basement and first level parking structure, first floor retail, and 5 story multi-tenant residential.

Royal Oak Parking Structure

New construction 8 story parking structure in downtown royal oak involving the removal of an existing parking lot.

Flint Schools Facility Assessment

Assessment of HVAC and plumbing systems for future renovation projects. Cost and life cycle analysis of all equipment. Majority of equipment had been vandalized and extensive assessment was required.

Livonia Public Schools 2021 bond

7 year \$180 million bond, including renovations to all district facilities including upgrades to HVAC, controls, plumbing. Buildings varied in construction est. of 1960's vintage.

Dow Chemical HQ Commissioning

HVAC and lighting control commissioning of new 8 story 265,000 SF office facility for Dow company is Midland, MI. Included was all major and minor HVAC equipment, pre-functional and functional checkout.

Brush Park Development

New construction of 6 blocks and 31 new buildings for multi tenant residential use and storefront. Buildings varied from 4 story 3000 sf townhomes to 200,000 SF multi-tenant apartments with first floor retail.

Eaton Community Bank – Stockbridge

Renovation of 3200 sf bank facility including new lighting, ductwork distribution systems and controls.

Cromaine Library Renovation and Addition

Renovations and addition to existing library. Replacement and upgrade of original 1980 HVAC equipment, minor space renovations and 3000 SF library addition.

Avondale Schools 2016 Bond

Renovations to multiple district facilities. New freight elevator addition to the High School. New office addition to parking garage Boiler replacements at multiple buildings, HVAC upgrades all district buildings.





FARES ABDALLAH, PE

Electrical Engineer

EDUCATION

The University of Toledo
Bachelor of Science, Electrical
Engineering

Baldwin Wallace University
Master of International Business

PROFESSIONAL EXPERIENCE

Unified Building Systems Engineering,
LLC
Senior Electrical Engineer
2019 – Present

Miller Industries
Senior Electrical Engineer
2018-2019

Strategic Energy Solutions
Senior Electrical Engineer/Project
Manager
2006-2010, 2013 – 2018

THA Architects Engineers
Electrical Engineer/Project Manager
1994 – 2005

REGISTRATIONS & AFFILIATIONS

Registered Professional Engineer –
Michigan, North Carolina, South
Carolina
Member of IES Detroit Chapter
Member of the Order of Engineers

SELECT EXPERIENCE

Waterford Schools 2013 Bond

\$200 million bond including renovations of multiple district buildings, upgrading electrical services, power distribution, lighting systems, fire alarm, athletic area, and elementary additions.

Eaton Community Bank – Stockbridge

Renovation of 3200 sf bank facility including new lighting, ductwork distribution systems and controls.

Clawson Public Schools 2021 Bond

District wide bond including renovations and additions to multiple buildings, upgrading electrical services, and power distribution. Lighting design, low voltage and fiber optic infrastructure design, fire alarm systems, and athletic fields renovation and upgrade.

Detroit Public Schools

District wide infrastructure upgrades and improvements including but not limited to power distribution systems, HVAC equipment connections, boiler replacements and related electrical requirements.

Livonia Schools 2021 Bond

District wide renovation to media centers, kitchens, and upgrading power infrastructure to support air conditioning renovations. .

Clintondale School District Kitchen Renovations

Renovations of Mcglinnen and Parker elementary school kitchens including electrical systems and service upgrade.

Avondale Public Schools 2016 Bond

Renovations to multiple district facilities. New freight elevator addition to the High School. New office addition to parking garage Boiler replacements at multiple buildings, Power and lighting upgrades to all district buildings.

Lake Fenton School district 2003 Bond

New \$38 Million High school building. Transforming existing High school into a Middle school. Power distribution and lighting upgrade to all elementary schools.

Carmen Ainsworth School district 2021 building evaluation study

An evaluation study for 12 buildings under the Carmen Ainsworth school district to determine need for future bond proposal.



| We Are



HELPING CREATE A FIRE-SAFE WORLD

Innovation. Expertise. Trusted Partner.



Kansas City Headquarters
19910 West 161st Street
Olathe, Kansas 66062

913-829-8650
www.poolefire.com
bids@poolefire.com

Oklahoma City Office
5555 N. Grand Blvd., Suite 205
Oklahoma City, Oklahoma 73112



INDUSTRY LEADERS & INNOVATORS

Poole Fire Protection is a fire protection engineering firm that specializes in code consulting, life safety analysis, fire protection system design, and construction management services.

We are industry leaders. Our company is heavily involved in the code communities which influence the development of the fire safety regulations that keep us all safer from fire and smoke hazards. We encourage our staff members to become actively involved in the codes and standards process.

We are innovators. Our engineers have years of experience as fire protection engineers, code consultants, risk managers, system designers, fire marshals, firefighters and/or life safety professionals. This unique blend gives our firm the upper hand at utilizing new techniques, providing a balance between real world experience and technical understanding. Our wide range of experience allows us to supply clients with cutting-edge fire protection system designs and innovative engineered alternative solutions for their projects.



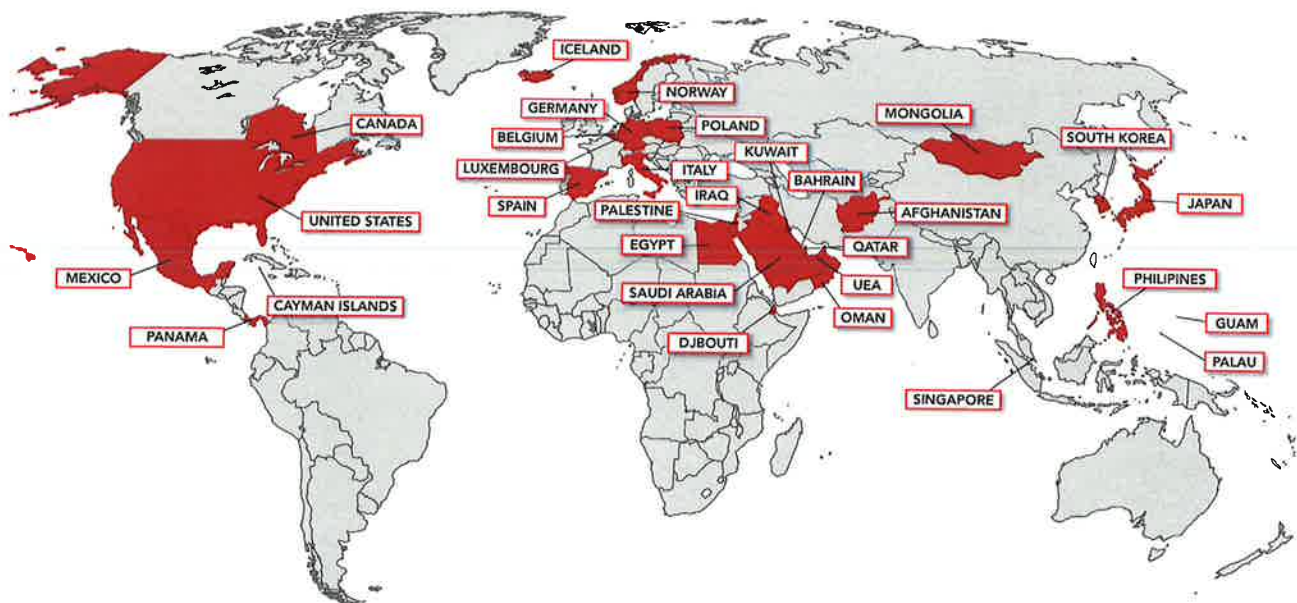
A SMALL BUSINESS MAKING A GLOBAL IMPACT

Poole Fire Protection, Inc. is a privately-held, SBA-Certified Woman-Owned Small Business headquartered in the Kansas City metro area, with a satellite office located in Oklahoma City.



Since our founding in 1991, Poole Fire Protection has provided public and private clients all over the world with innovative solutions to complex fire and life safety challenges. Our core team consists of licensed fire protection engineers and National Institute for Certification in Engineering Technologies (NICET) certified engineering technicians. They are specifically focused on code consulting, risk analysis, hazard assessment and the design of fire suppression and detection systems.

Countries where Poole Fire Protection has past or present projects



Focusing on technical excellence that ensures the preservation of life and property, Poole Fire Protection's employees make a life-saving impact on people throughout the world.

In many ways, what sets Poole Fire Protection apart is our "think outside the box" mentality. We believe that this direction of thought is the product of a combination of education and passion for excellence! Companywide, from our projects to our business plan, we use accepted standards and apply creative thinking and problem-solving skills to fashion solutions that are genuinely our own.

OUR PRIMARY SERVICES

CODE CONSULTING

- ▲ **Fire Protection Engineering Code Analysis** - Prescriptive and performance-based code reviews to determine conformance with required codes and standards
- ▲ **Code Footprints** - Technical information regarding a facility's fire and life safety features conveyed in a simple, narrative format and supported by related diagrams
- ▲ **Master Fire Protection Planning** - Fire safety plans designed to meet code requirements and provide alternative approaches to compliance
- ▲ **Fire Modeling** - Computer-aided models using scientific projections of fire growth, system activation, exit times and related variables to generate specific safety programs and designs



SYSTEM DESIGN

- ▲ **System Design Services** - Detailed design of fire detection, fire alarm, mass notification, automatic sprinkler, fire pump, standpipe, and special hazards protection systems
- ▲ **Construction Management and Special Inspections** - Coordination, oversight and special inspector services of work by contractors
- ▲ **System Acceptance, Inspection and Testing** - Reviewing and testing new system installations for code compliance; inspecting and testing existing systems for continued operability
- ▲ **Third-Party Plan and Performance-Based Design Reviews** - Assessment of prepared plans for compliance with prescriptive code requirements and evaluation of performance-based designs and engineered alternatives for compliance with code intent and sound engineering practice



RELATED SERVICES

- ▲ **Risk Assessments** - Systematic fire and life safety evaluations to identify risks or potential exposures and assess facilities for acquisition and code compliance
- ▲ **Fire Investigation and Legal Support** - Investigation and expert testimony regarding fire code and life safety issues



Proud to Serve

PUBLIC & PRIVATE SECTORS

Different facility types can present unique requirements and challenges when it comes to fire protection and life safety systems. We enjoy the challenge of applying the codes to all segments of the built environment.



Renovation of Macdonough Hall Building 102, at the U.S. Naval Academy (USNA) – Annapolis, MD

Performed all life safety and US fire code compliance actions per UFC 3-600-01 and NFPA 101. The building is located on the National Register of Historic Places (NRHP). The design was performed to Secretary of the Interior standards for Historic Preservation; and consultation with the Maryland State Historic Preservation Officer (SHPO). The facility design is registered with USGBC as LEED Certified.

Al Udeid Air Base – Doha, Qatar

Provided life safety code analysis, third party peer review of the design documents, and construction administration services for the 8-building construction project. Fire protection systems included high expansion foam, wet pipe sprinkler, clean agent, foam releasing, fire pump/water storage tank and fire alarm/mass notification system.



Renovation of Colmery O'Neil VA Medical Center Building 6 – Topeka, KS

Provided fire protection engineering and code consulting services per the Department of Veterans Affairs Fire Protection Design Manual for the renovation of A and B wings of Building 6. The area of renovation includes approximately 24,000 SF of exam, sleeping, office, and computer rooms among other occupancy types found in traditional health care facilities.

TESTIMONIALS

"As always, Poole Fire Protection did not disappoint... Their team of experts provided fire protection solutions for a 50-year old building used to train 1,200 new basic military recruits each year. They were always flexible with changes to schedules or last-minute requests from our Government clients. Additionally, their Women Owned Small Business status helps our collective team achieve small business subcontracting goals."

– Kevin Williams, PMP, Project Manager, Premier Stanley JV LLC

"Poole Fire Protection's knowledge and understanding of not only the ICC, UFC, and NFPA codes but also the intent of these codes resulted in a compliant, quality design that will provide safe facilities for Army personnel. Their project team was professional, courteous, helpful, and responsive during the entire project and most notably when seeking resolution of complex design issues. It is evident that Poole Fire Protection is a leader in the industry based on their technical experience, attention to detail, and genuine drive to provide a quality finished product for their client."

– Carrol Harris, PM, Center of Standardization, US Army Corps of Engineers, Ft. Worth District

"Poole Fire Protection responded with timely and actionable plans, drawings and documents that led to common ground for all concerned. They worked across multiple agendas to satisfy officials, contractors, customers, insurance underwriters and owners. In the end we have a Performance-based Design Alternative that allows us to be in the markets today."

– Tommy Jumper, President and CEO, Delta Peanut, LLC

"In summary, their responsiveness, technical knowledge, dedication to serve their client's and the AHJ's needs, and ability to connect with users and authorities alike, make Poole Fire Protection a leader in the fire protection industry. They should be seen as a valuable asset to any project, and I look forward to working with them again in the future."

– Anoush Fardipour, Building Official, Johnson County, KS



Kansas City Headquarters
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Olathe, Kansas 66062

Oklahoma City Office
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913.829.8650 office
913.829.8690 fax
www.poolefire.com

Andrew W. Poole, PE – Director of Engineering & Business Development



Forbes Field
Topeka, KS

National Park Service
Tulelake, CA

USACE
Seoul, South Korea
Al Udeid AB, Qatar
Fort Riley, KS
Kandahar AB, Afghanistan
Tinker AFB, OK

NASA
Huntsville, AL

Tractor Supply Company
Casa Grande, AZ

Boys Town National
Research Hospital
Omaha, NE

Oklahoma Military
Department
Camp Gruber, OK

Sprint
Overland Park, KS

AMC Movie Theaters
Multiple Locations

Years Experience:

Ten

Education:

University of Maryland, Master of Science, Engineering Management, 2014
University of Maryland, Master of Engineering, Fire Protection Engineering, 2012
University of Maryland, Bachelor of Science, Fire Protection Engineering, 2011

Registrations and Year Initiated:

Alabama, PE - 2020
Arkansas, PE - 2020
California, PE - 2019
Colorado, PE - 2020
Connecticut, PE - 2020
Delaware, PE - 2020
District of Columbia, PE - 2020
Florida, PE - 2020
Guam, PE - 2019
Idaho, PE - 2020
Illinois, PE - 2020
Indiana, PE - 2020
Iowa, PE - 2021
Kansas, PE - 2017
Kentucky, PE - 2020
Louisiana, PE - 2020
Maine, PE - 2020
Maryland, PE - 2012
Massachusetts, PE - 2021
Michigan, PE - 2020
Minnesota, PE - 2020
Mississippi, PE - 2020
Missouri, PE - 2019

Montana, PE - 2020
Nebraska, PE - 2020
New Hampshire, PE - 2020
New Mexico, PE - 2020
New York, PE - 2020
Nevada, PE - 2020
North Carolina, PE - 2020
North Dakota, PE - 2019
Ohio, PE - 2020
Oklahoma, PE - 2020
Oregon, PE - 2020
Rhode Island, PE - 2020
South Carolina, PE - 2020
South Dakota, PE - 2020
Tennessee, PE - 2020
Texas, PE - 2019
Utah, PE - 2019
Vermont, PE - 2019
Virginia, PE - 2019
Washington, PE - 2020
West Virginia, PE - 2020
Wyoming, PE - 2019

Affiliations:

Oklahoma State University FPST Industrial Advisory Board, Member
National Fire Protection Association (NFPA) - Member
NFPA Technical Committee, Airport Facilities (AIS-AAA), NFPA 409, 415 & 423 - Alternate
NFPA Technical Committee, Detention and Correctional Occupancies (SAF-DET), NFPA 101 - Alternate
NFPA Technical Committee, Detention and Correctional Occupancies (BLD-DET), NFPA 5000 - Alternate
NFPA Technical Committee, Electronic Computer Systems (ETL-AAA), NFPA 75 - Alternate

Andrew W. Poole, PE – Director of Engineering & Business Development

Hydro Power Plants
Multiple Locations

Little Rock Air Force Base
Little Rock, Arkansas

Radford Army Ammunition
Plant
Radford, Virginia

Al Dhafra Air Base
Abu Dhabi, UAE

Lake City Army Ammunition
Plant
Independence, Missouri

California Men's Colony
San Luis Obispo, CA

Iowa State Penitentiary
Fort Madison, IA

Oklahoma Office of Juvenile
Affairs
Oklahoma City, OK

Ponca City Public Safety
Facility
Ponca City, OK

NFPA Technical Committee, Notification Appliances for Fire Alarm and
Signaling Systems (SIG-NAS) – Chair

NFPA Technical Committee, Fire Protection for Nuclear Facilities (FIF-
AAA), NFPA 806 - Alternate

SFPE National and MO-KAN Chapter of SFPE, Past Vice President of Mo-
Kan SFPE Chapter

Society of American Military Engineers, Greater Kansas City Chapter
Board of Direction

Salamander National Fire Protection Engineering Honor Society

University of Maryland FPE Curriculum Advisory Committee (CAC),
Member

Experience:

As a fire protection engineer, Mr. Poole performs a variety of services relating to fire protection and life safety. His project list features facilities with all types of occupancies in both the public and private sectors. He has served as Project Manager and Engineer of Record on many large Fire Protection Design/Build projects worldwide.

Mr. Poole is responsible for providing fire protection engineering design services, facility assessments, and code consulting services. His project tasks include performing hydrant testing, inspecting existing fire protection systems for compliance with life safety and NFPA codes, assisting in the design of new fire alarm systems and fire suppression systems.

Mr. Poole also reviews new and existing facilities for compliance with minimum design standards and writes assessment reports documenting fire protection and life safety deficiencies. He provides plan review and performance-based design as well.

Mr. Poole has provided engineering services for the design of suppression systems and fire alarm systems in educational facilities, healthcare facilities, administrative facilities, energy facilities and aircraft hangars.



innovative leader
trusted partner

19910 West 161st Street
Olathe, Kansas 66062
913.829.8650 office
913.829.8690 fax
www.poolefire.com

Eric Reed, PE – Senior Fire Protection Engineer



California State Prison Los
Angeles County
Lancaster, California

Allen Memorial Hospital
Waterloo, Iowa

Shands Hospital
Gainesville, Florida

Buffalo Federal Detention
Facility
Batavia, NY

Long Federal Building
Baton Rouge, Louisiana

Utah Valley Regional Medical
Center
Provo, Utah

Los Angeles Rams
Los Angeles, California

Shands Cancer Center
University of Florida Health
Gainesville, Florida

Central California Women's
Facility
Chowchilla, California

Years Experience:

Nineteen

Education:

Oklahoma State University, Bachelor of Science, Fire Protection and
Safety Engineering Technology, 2003

Certifications and Licenses:

Washington, PE - 2011

Security Clearance:

Federal GSA Clearance

Affiliations:

National Fire Protection Association, Member
National Society of Fire Protection Engineers, Members
SFPE Code & Standards Liaison Subcommittee Member
Society of Fire Protection Engineers, MO-KAN Chapter, Member
American Society for Healthcare Engineering, Member
Kansas City Area Healthcare Engineers, Member
Underwriters Laboratories Standards Technical Panel 2196 Member
ACEC-KS Corps of Engineers Partnering Committee, Member

Experience:

As a fire protection engineer, Mr. Reed's projects span a vast array of facility types. He is responsible for providing fire protection engineering design services, facility assessments and code consulting. His project tasks include inspection of new and existing facilities for compliance with minimum design standards, design, construction management, and acceptance testing of fire alarm and fire suppression systems.

His projects have included healthcare facilities, commercial facilities and DOE installations. His expertise includes designing fire suppression and detection systems including sprinkler systems and residential and commercial smoke detection systems. In addition, Mr. Reed has designed firestopping systems for commercial and telecommunications facilities and perimeter fire barriers for multistory buildings. Mr. Reed's risk assessment experience includes fire hazard analyses, fire risk assessments, and property loss control assessments of facilities. These assessments include estimates of losses due to fire and natural hazards.

Mr. Reed was a Contributing Author to the ASHE guidebook "Developing Code-Compliant Integrated Fire Protection and Life Safety Inspection, Testing and Maintenance Programs (2021).

APPENDIX

B

PROPOSAL FORMS

APPENDIX

C

*PROJECT TIMELINE
& DELIVERABLES*

Project Timeline:

Upon award of the project, the team will begin working on setting up the project by developing a detailed schedule, showing all milestones, deliveries, and anticipated meeting dates, a responsibility matrix depicting team roles and responsibilities, meeting minutes format, project specific invoice procedures, strategies for identifying scope creep, change order procedures, and project file management protocols.

At this time, we anticipate the following:

- Project start date of June 1st, 2022
- Start of Phase 1 on June 1st, 2022
- Phase 1 Kickoff Meeting and Investigative Site Visit on June 6th, 2022
- Programming Interviews during the week of June 13th, 2022
- Accessibility (ADA) Site Visit July 11th, 2022
- Delivery of Phase 1 Needs Analysis and Facility Assessment Report on August 31st, 2022
- Presentations to Stakeholder groups and approvals to be determined.
- Approximate Start of Phase 2 on September 12th, 2022
- Approximate Phase 2 Kickoff Meeting and Design Charrette on September 14th, 2022
- Delivery of Conceptual Design Options, Cost Estimate, Process/Methodology information, and Final Report on November 22nd, 2022
- Presentations to Stakeholder groups to be determined

Deliverables:

Below is a bulleted list of anticipated deliverables to be included in this project. If additional deliverables are required, we are able to expand this list as needed:

Phase 1: Needs Analysis and Facility Assessment Report

- Existing Conditions Report narrating the Architectural, Structural, and MEP conditions of the existing facility, including recommendations for addressing critical elements and systems.
- Programming Report including space functions, existing and proposed areas, adjacency diagrams, and narratives explaining the existing and proposed program. Analysis of existing storage and operational functions will be documented here as well, including proposed additions to the program to meet current needs and future projections.
- ADA/Accessibility Existing Conditions Report including measurements, photos, and tabulated values of findings, as well as initial recommendations for addressing existing building accessibility.
- Fire Alarm and Fire Suppression Existing Conditions and Recommendations Report narrating the condition of the existing fire alarm system, including recommended solutions to alarm troubles, as well as an assessment of the existing fire suppression systems, identification of problematic areas, and recommendations for repair/replacement.
- Fire Hydrant and Water Flow Test Reports which will provide data on water pressure both inside and outside of the existing facility.
- Meeting Minutes from each Owner-Architect meeting which will include meeting agendas, summarized conversation topics, key decisions, and action items.

Phase 2: Final Recommendation Report

- Plans, Elevations, Sections, and Renderings of multiple conceptual design strategies proposed for the renovation and addition.
- Building Information Model (BIM) of the Existing Facility to a detail appropriate for the completion of the conceptual design work.
- Cost Estimate of each conceptual design recommendation, including recommended improvements to the existing facility
- Process and Methodology Report, including narratives of each phase, key decisions dates, drawings, and other relevant data leading to the completion of the work.
- Meeting Minutes from each Owner-Architect meeting which will include meeting agendas, summarized conversation topics, key decisions, and action items.

APPENDIX

D

*FEE SCHEDULE &
HOURLY RATES*

Hourly Rate Schedule:

Principal	\$180.00
Design Director	\$135.00
Project Manager	\$120.00
Project Architect	\$100.00
Architectural Designer	\$75.00

Additional Services:

Additional services are services of which are performed in addition to the original defined scope of work. Additional services will be billed at the Firm's current Hourly Rate (See Hourly Rate Schedule).

Additional service items will be identified to the Owner, prior to the performance of such work. Hourly contracts will also be billed in accordance with this Hourly Rate Schedule. The hourly rates are subject to change annually.

Reimbursable Expenses:

Reimbursable expenses and additional consultant fees will be billed at direct cost, plus ten (10) percent. Reimbursable expenses are as follows:

- Color Reproductions / Large Format Presentation Graphics
- Bid Set / Plan Review Printing (Plans and Specifications)
- Electronic Bid Document Distribution Service
- Travel (mileage per current federal rates)
- Express / Overnight Delivery Service (UPS, Federal Express, etc.)
- Plan Review Fees / Deposits

ATTACHMENT C - COST PROPOSAL
For POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL
DESIGNS FOR RENOVATIONS/EXPANSION

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

COST PROPOSAL	
ITEM	BID AMOUNT
Phase 1	\$ 41,413.00
Phase 2	\$ 29,670.00
TOTAL BID AMOUNT	\$ 71,083.00
ADDITIONAL BID ITEMS	
Contingency	\$ 3,800.00
	\$
GRAND TOTAL AMOUNT	\$ 74,883.00

Firm Name Telluris Studio Inc.

Authorized signature 

Printed Name Aaron Olko, AIA, NCARB

Date May 6, 2022

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For POLICE DEPARTMENT/CITY HALL ASSESSMENT AND CONCEPTUAL
DESIGNS FOR RENOVATIONS/EXPANSION

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

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

Aaron Olko, AIA, NCARB

May 6, 2022

PREPARED BY
(Print Name)

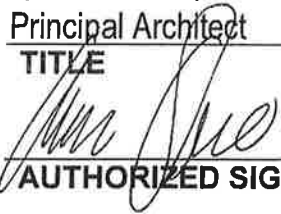
DATE

Principal Architect

May 6, 2022

TITLE

DATE


AUTHORIZED SIGNATURE

aaron@telluris-arch.com
E-MAIL ADDRESS

Telluris Studio Inc
COMPANY

2222 W. Grand River Ave, Suite A, Okemos, MI 48864 (424) 268-8417
ADDRESS **PHONE**

N/A

NAME OF PARENT COMPANY

N/A

PHONE

N/A

ADDRESS

87-3285509

TAXPAYER I.D.#



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2022

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		CONTACT NAME:	
MYLO LLC		PHONE (A/C, No, Ext): (800) 403-2448	
8880 WARD PARKWAY		FAX (A/C, No): (866) 828-2424	
KANSAS CITY MO 64114		E-MAIL ADDRESS: Certificate@Hanover.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Massachusetts Bay Ins Co	
		INSURER B: The Hanover Insurance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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	Y	N	ODK J052766 00	06/21/2022	06/21/2023	EACH OCCURRENCE
	☐ CLAIMS-MADE ☒ OCCUR						\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	☐ POLICY ☐ PRO-JECT ☒ LOC						\$ 5,000
	OTHER:						PERSONAL & ADV INJURY
							\$ 1,000,000
							GENERAL AGGREGATE
							\$ 2,000,000
							PRODUCTS - COMP/OP AGG
							\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY	N	N	ODK J052766 00	06/21/2022	06/21/2023	COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						\$ 1,000,000
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per person)
	☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
							BODILY INJURY (Per accident)
							\$
							PROPERTY DAMAGE (Per accident)
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						\$
							AGGREGATE
							\$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	WZK J053100 00	06/21/2022	06/21/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE
							\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT
							\$ 1,000,000

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

NAMED INSURED CONT: TELLURIS ARCHITECTURE & URBAN PLANNING.

City of Birmingham including all elected and appointed officials, all employees and volunteers, all boards, commissions and or authorities and board members including employees and volunteers thereof are Additional Insureds on the General Liability pursuant to the terms and conditions by form 391-1006.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF BIRMINGHAM
151 MARTIN STREET
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2022

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 Mylo LLC 8880 Ward Parkway, Suite 200 Kansas City MO 64114	CONTACT NAME: Lesley Landry PHONE (A/C, No, Ext): 844-806-3517 E-MAIL ADDRESS: lesley.landry@choosemylo.com FAX (A/C, No): (913)904-5400
INSURED Aaron Olko Telluris Studio Inc 2542 Ocean Crest #B206 Rancho Palos Verdes, CA 90275	INSURER(S) AFFORDING COVERAGE INSURER A: The Hanover Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 22292

COVERAGES**CERTIFICATE NUMBER: 1****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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:				00/00/0000	00/00/0000	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			LHK-H914619-00	01/31/2022	01/31/2023	Occurrence/ Aggregate \$2,000,000/ \$2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham
Attn Commander Scott Grewe
151 Martin St
Birmingham, MI 48009

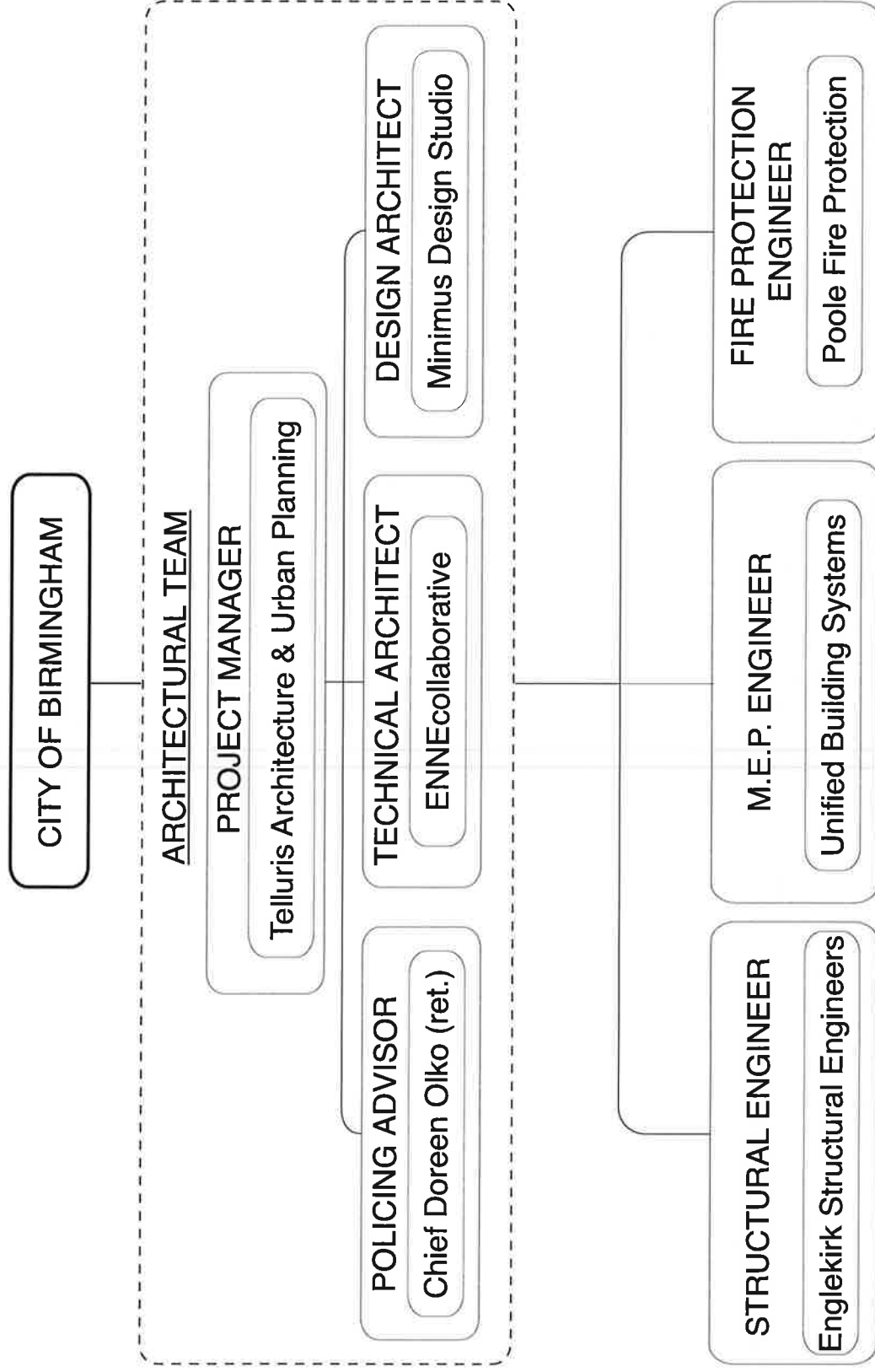
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lesley Landry

*As The City of Birmingham's trusted advisor,
we provide a core team of experienced architects
and a fresh perspective
to assess and meet the needs of the city.*

PROJECT TEAM





Project Manager

Aaron Olko, AIA, NCARB

Company Affiliation: Telluris Studio

Role on Project: the main point of contact. He will provide leadership in the delivery of the project.

Education:

Master of Architecture II
The Southern California Institute of
Architecture (SCI-Arc) Los Angeles, CA

Bachelor of Science in Architecture
Lawrence Technological University
Southfield, MI



City of Birmingham Police Department
Assessment and Conceptual Designs for Renovations/Expansion



Project Architect

Adrienne Davies, RA

Company Affiliation: ENNEcollaborative

Role on Project: the technical leader to bring the design of the project into reality.

Education:

Master of Architecture, Design and Practice
Concentration Lawrence Technological
University Southfield, MI

Bachelor of Science in Architecture
Lawrence Technological University
Southfield, MI



Design Architect

Romica Singh, AIA, NCARB

Company Affiliation: Minimus Design

Role on Project: distill information into a conceptual design and will provide design direction throughout the project.

Education:

Master of Architecture, Design and Practice
Concentration Lawrence Technological
University Southfield, MI

Bachelor of Science in Architecture
Lawrence Technological University
Southfield, MI





Specialist Advisor

Chief Doreen E Olko, ret

Company Affiliation: Telluris Studio Inc.

Role on Project: Police operations advisor

Auburn Hills Police Chief: 22 years

Total Policing career: 44 years

Education:

FBI Executive Development, Session #44
Quantico, VA

Masters of Liberal Studies in Technology,
Eastern Michigan University Ypsilanti, MI

Bachelor of Science Michigan State
University School of Criminal Justice
Lansing, MI

City of Birmingham Police Department
Assessment and Conceptual Designs for Renovations/Expansion



Advising Principal

**Robert S Janik, AIA,
NCARB, LEED AP**

Company Affiliation: Telluris Studio Inc.

Role on Project: Leads Quality Control and
Assurance process

Total Architectural Career: over 40 years

Education:

Certification for Planning and Design for
Health Care Harvard University Graduate
School of Design (GSD)
Cambridge, MA

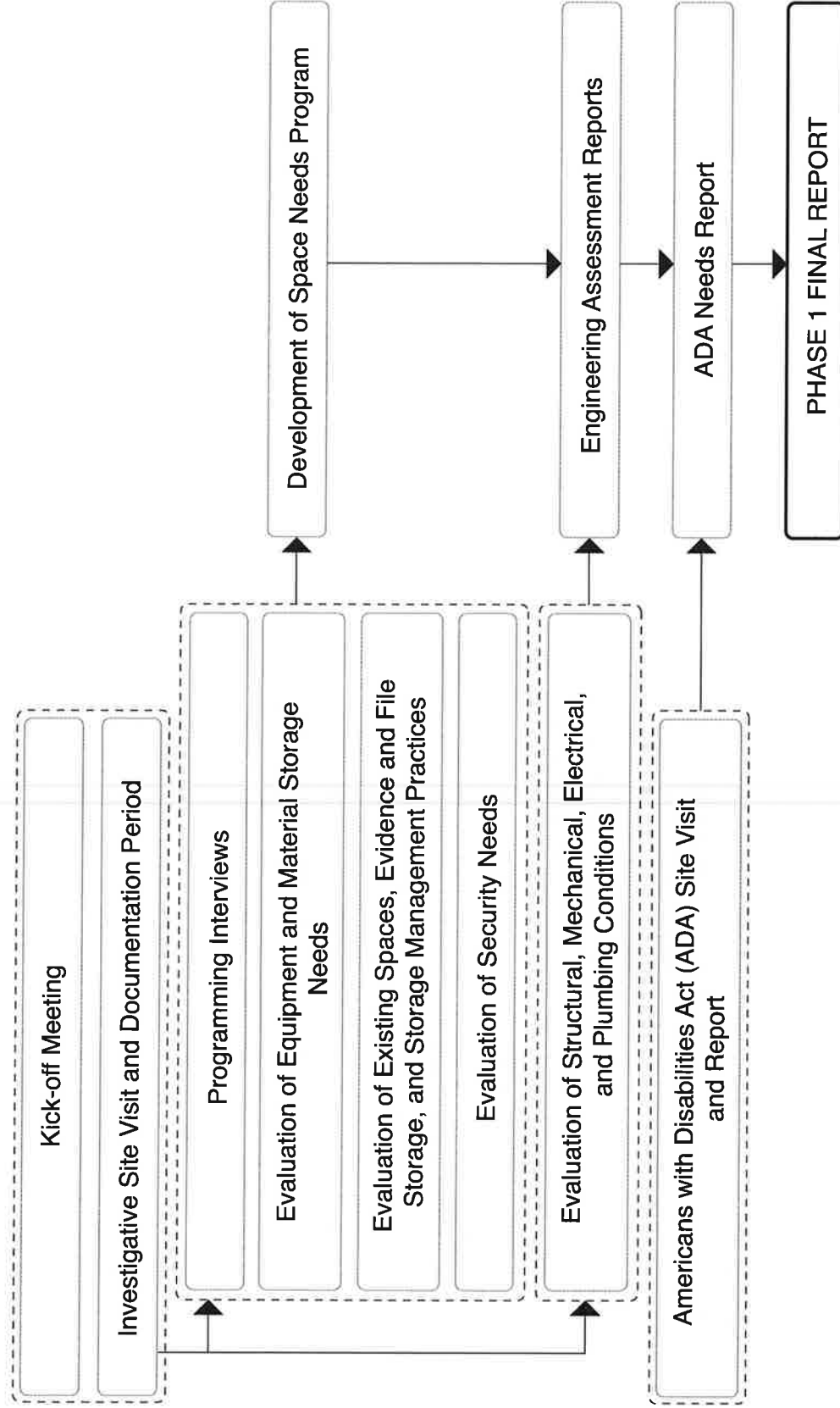
Bachelor of Architecture
University of Oregon, School of Architecture
Eugene, OR



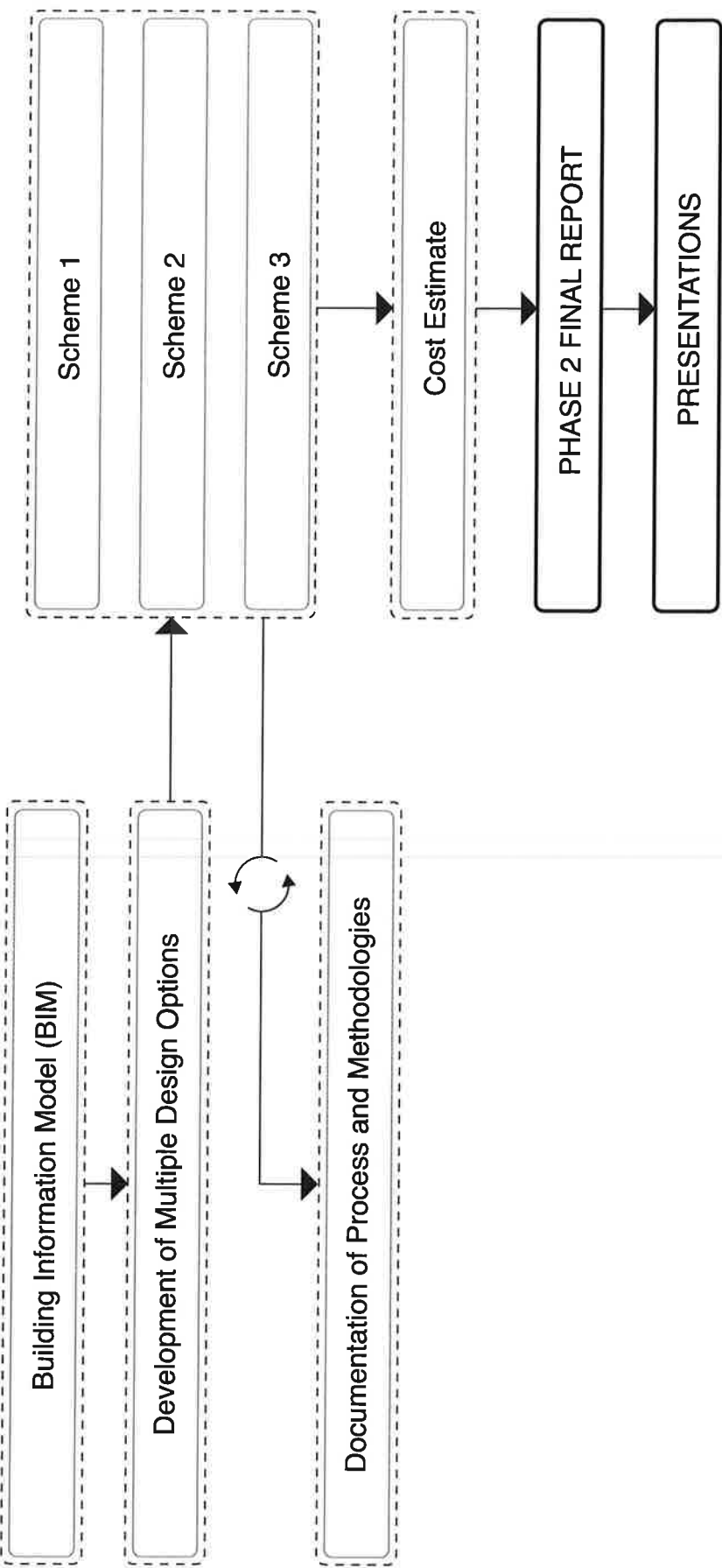
UNIFIED BUILDING SYSTEMS ENGINEERING, LLC



PHASE 1



PHASE 2



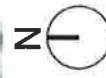
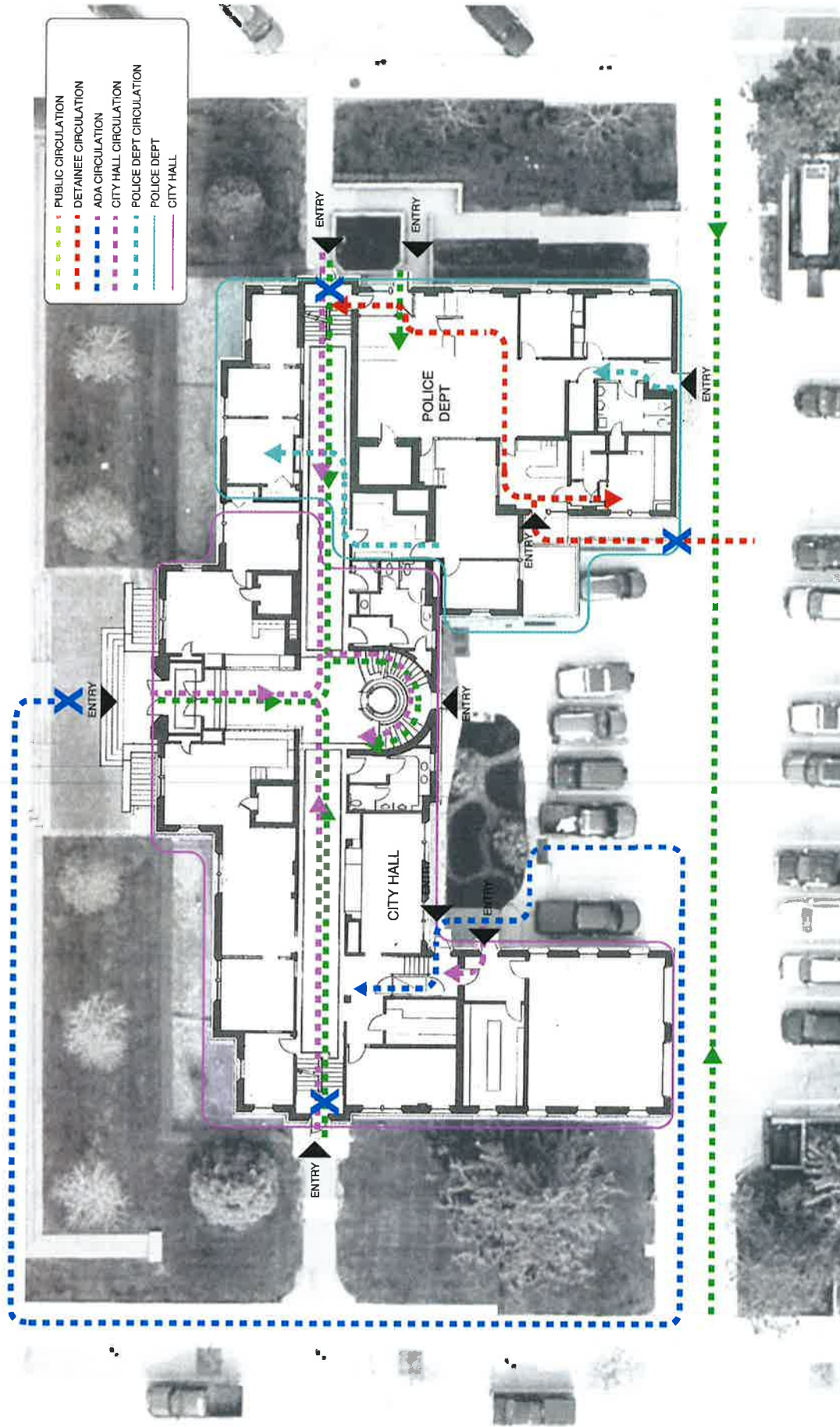
DESIGN PHILOSOPHY

We are a creative design studio known for thoughtful architecture and design. Our practice has a diverse portfolio across municipal, residential, commercial, and hospitality sectors. We believe in the power of functional, meaningful, and beautiful design to improve everyday life. Good design pays attention to small details, while concurrently considering the project's large scale contextual integration with the environment.

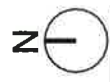
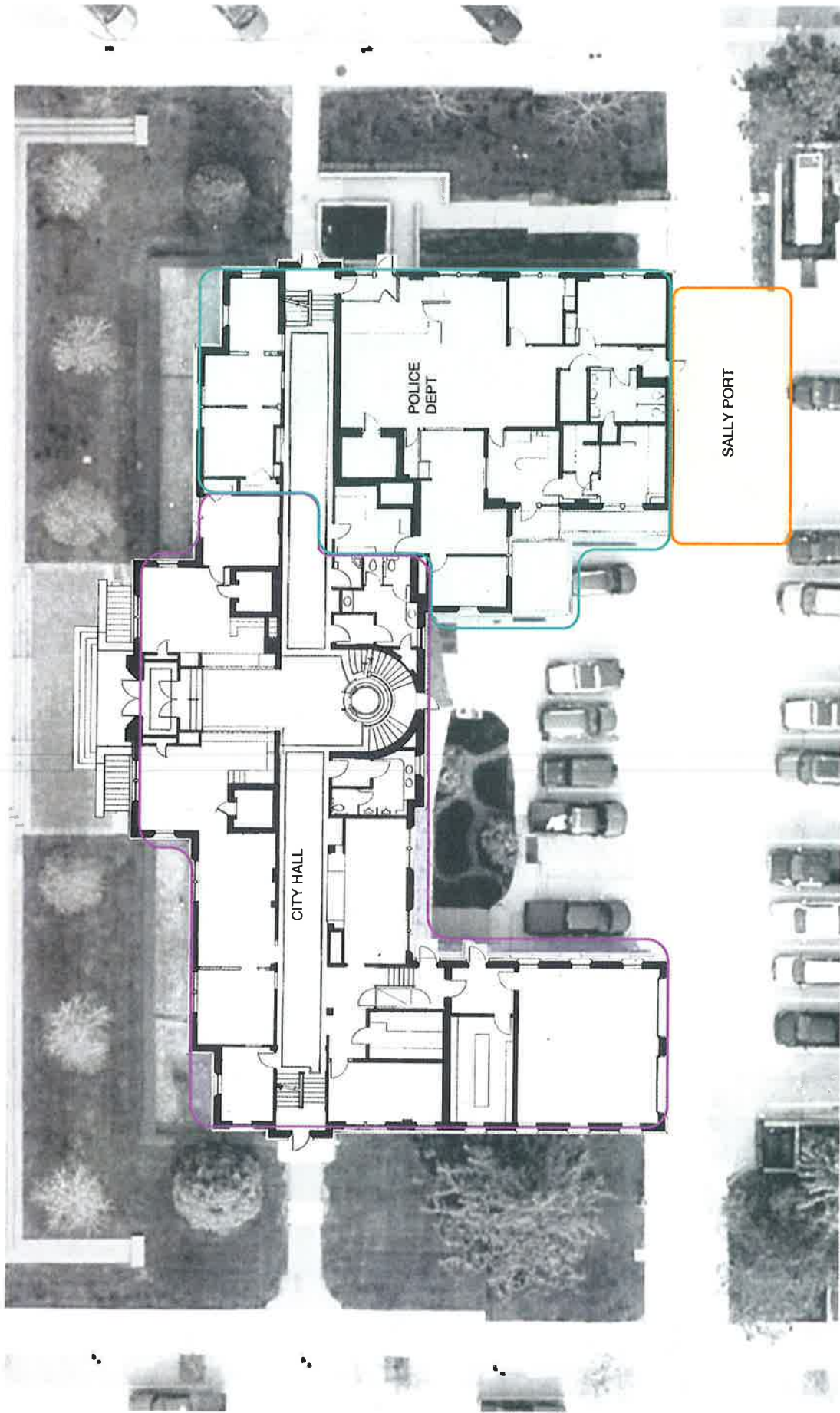
THE GOAL

Our goal is to establish a consolidated, secure, high functioning layout that works for the police department and the community, while improving everyday life for all occupants.

EXISTING ANALYSIS



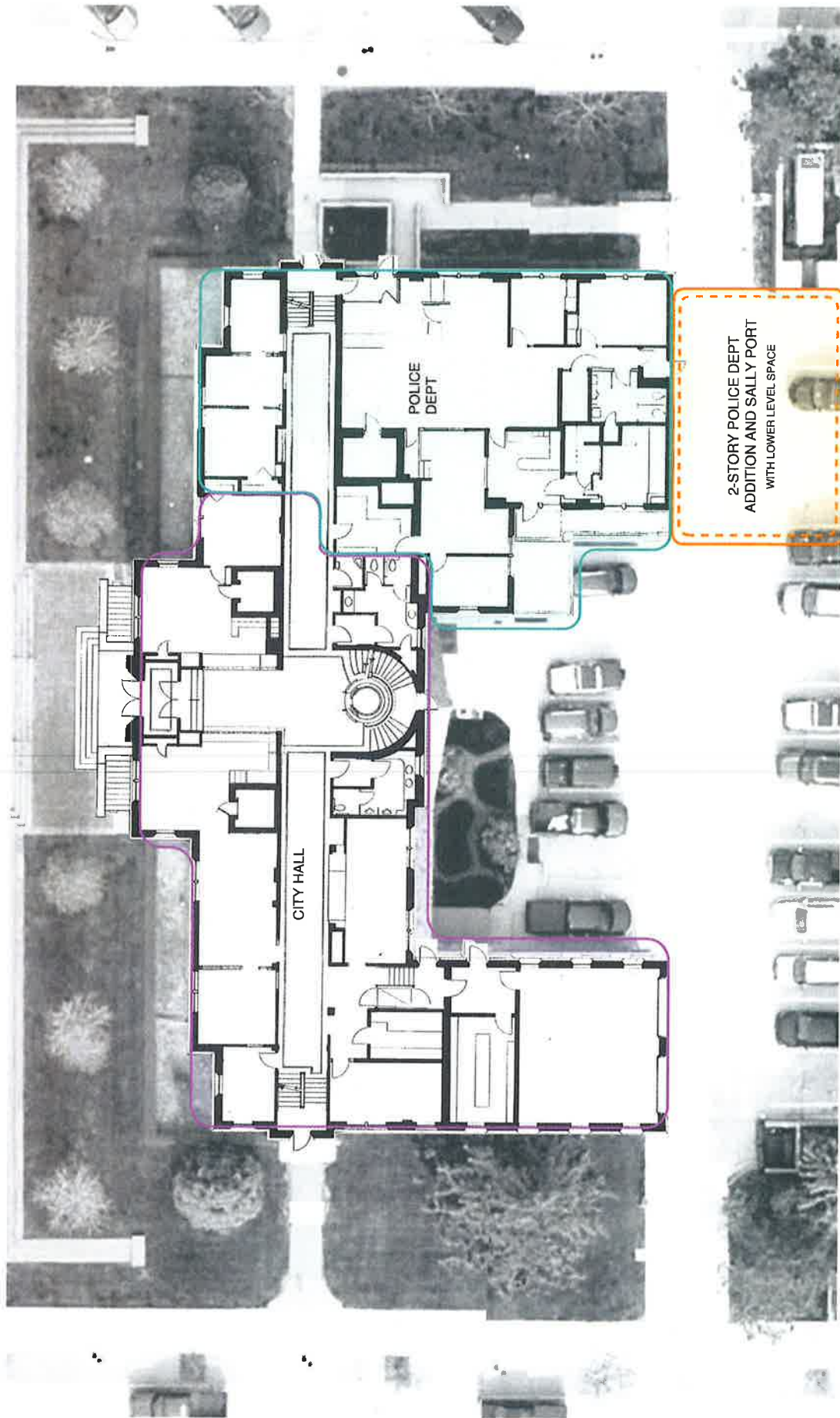
SCHEME 1



T E L L U R I S
ARCHITECTURE & URBAN PLANNING

City of Birmingham Police Department
Assessment and Conceptual Designs for Renovations/Expansion

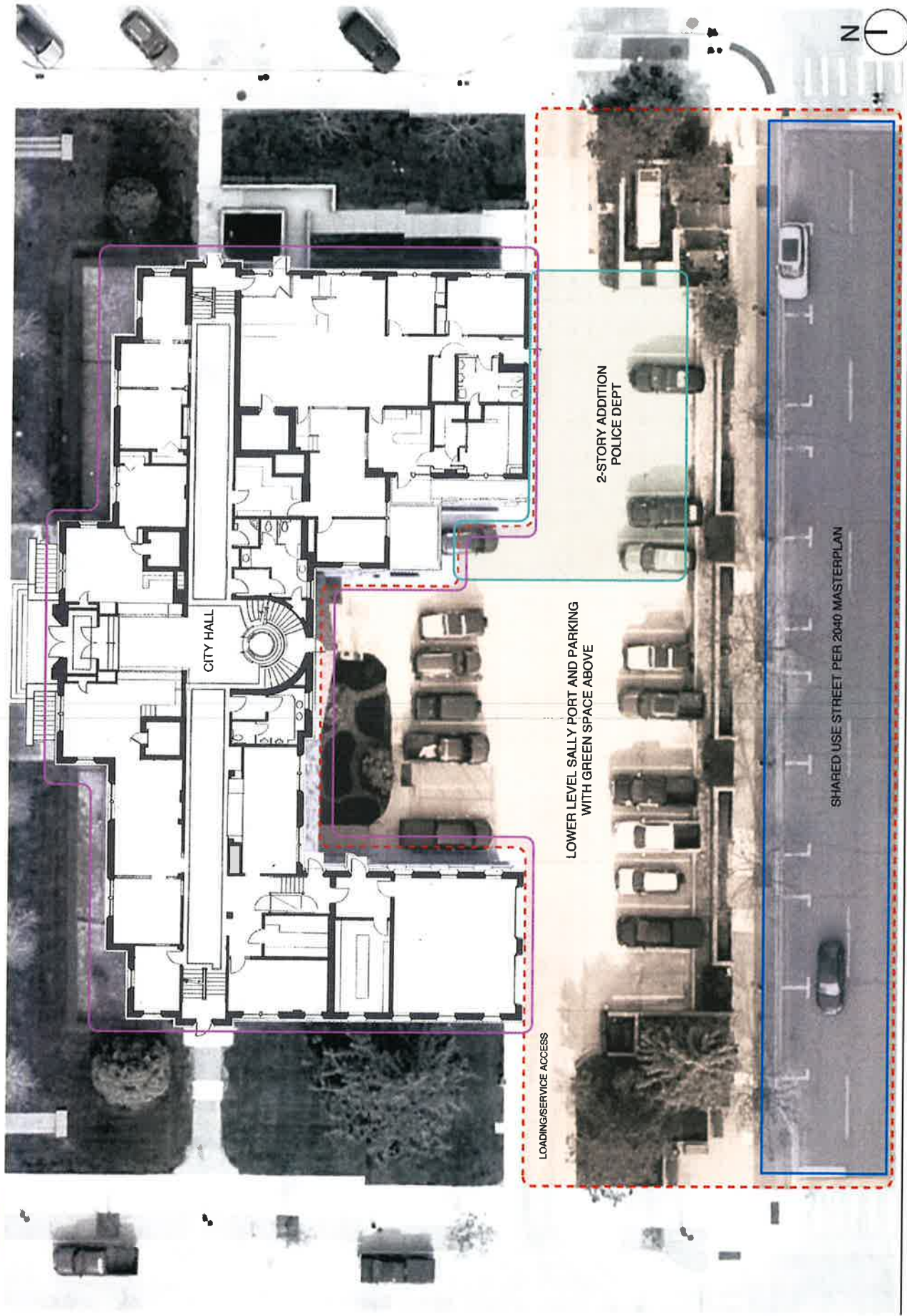
SCHEME 2



TELLURIS
ARCHITECTURE & URBAN PLANNING

City of Birmingham Police Department
Assessment and Conceptual Designs for Renovations/Expansion

SCHEME 3



Q & A

THANK YOU



7E





MEMORANDUM

City Manager's Office

DATE: July 6, 2022

TO: Thomas M. Markus, City Manager

FROM: Jana L. Ecker, Assistant City Manager

SUBJECT: Lease of Public Property Adjacent to 35001 and 35075 Woodward

INTRODUCTION:

Select Commercial Assets Hospitality, LLC (SCAH) is proposing to develop the vacant property on the northwest corner of Woodward and Maple, 35001 and 35075 Woodward, as a multi-story, mixed use building with underground parking. SCAH has approached the City requesting to lease public property adjacent to 35001 and 35075 Woodward to expand the footprint of their proposed development to maximize on site parking and to create a more efficient layout.

BACKGROUND:

The northwest corner of Maple and Woodward has been vacant for approximately 20 years since the former gas station was demolished. SCAH approached the City over a year ago requesting an arrangement with the City of Birmingham to lease a portion of the public property adjacent to 35001 and 35075 Woodward based on their development plans approved by the Planning Board on June 23, 2021.

Over the course of several months, the attorney for SCAH and City Attorney Kucharek met and negotiated the terms and conditions of a lease agreement to present to the City Commission for approval. After much discussion, negotiation and debate, Integra Realty Resources was hired by the City of Birmingham to appraise the property in order to determine the fair market value.

In January of 2022, an extensive market analysis was conducted and presented to all parties. SCAH engaged its own experts as well in an attempt to reduce the fair market value that was determined by the City's appraisal experts. The position of the City administration is that the maximum fair market value ought to be charged for the use of the public property, and annual increases for inflation should also be built into the lease agreement.

At the City Commission meeting on May 23, 2022, the City Commission took no action on the proposed Ground Lease for the public property located adjacent to 35001 and 35075 Woodward, and requested that the administration provide additional information on the history of the property and the building proposed.

At the City Commission meeting on July 11, 2022, City staff will conduct a detailed presentation outlining the history of the property at 35011 and 35075 Woodward, and the development proposals submitted and approved by the Planning Board.

The history can be summarized as follows.

The property in question involves the entire block encompassed by Maple, Woodward, Park Street and Hamilton. There are three parcels in this block, two of which are owned by SCAH (the Hunter House lot and the vacant lot on the NW corner of Maple and Woodward). The third parcel on the SE corner of Hamilton and Park is owned by the City of Birmingham, and has been leased to Hunter House for surface parking. This lot is 3,204 square feet in size and is currently leased to Hunter House for Nine Thousand, Five Hundred and Forty Dollars (\$9,540) per year, or \$2.97 per square foot.

Hunter House does not own the land on which the building sits. When the land on which the Hunter House sits was sold to a predecessor of SCAH, the prior owners of Hunter House and the prior purchaser of the land entered into a contract to govern the terms of a future development, which included incorporating Hunter House restaurant into the overall development plan. The City was not a party to this contract.

At some point after the execution of the private contract between the former owners of Hunter House and the former owner of the property at 35001 and 35075 Woodward, the ownership of both the Hunter House building/business and the ownership of the real property was transferred. For approximately 20 years the property at 35001 Woodward has been vacant, as the previous gas station was shut down and the structures demolished.

In December 2018, the current owner of the property located at 35001 and 35075 Woodward (SCAH) submitted an application for Preliminary Site Plan Review and a Community Impact Study to redevelop the entire block. At that time, a five story building was proposed with first floor retail, a hotel use, and residential units on the top floor.

On January 9, 2019 the Planning Board voted to ACCEPT the Community Impact Study

as provided by the applicant for the proposed development at 35001 & 35075 Woodward, The Maple, with the following conditions:

- 1) Applicant must provide a City-approved special event operations plan at the same time as completing the Final Site Plan Review process;
- 2) Applicant must provide mitigation strategies for control of noise vibration and dust;
- 3) Applicant will be required to bury all utilities on the site;
- 4) Applicant must distinguish an area for the separation and storage of recycling;
- 5) Applicant must conform to the streetscape design as outlined in the new E. Maple Rd. streetscape project;
- 6) Applicant provide information on all life safety issues and Fire Dept. approval, as well as details on the proposed security system provided to and approved by the Police Dept.;
- 7) Applicant must address the concerns of all City Depts.

On May 22, 2019, the Planning Board voted to APPROVE the Preliminary Site Plan for the proposed development at 35001 & 35075 Woodward, with the following conditions:

- 1) The applicant must clarify which refuse areas the two proposed retail uses are permitted to use, and the accessibility of such;
- 2) Submit specification sheets for the proposed ground mounted and rooftop mechanical units to ensure full screening;
- 3) Add the correct number of street trees to each street frontage, or obtain a waiver from the Staff Arborist;
- 4) The applicant must provide the correct number of street lights and provide regular spacing of such by Final Site Plan Review;
- 5) Submit a photometric plan and specifications on all proposed lighting;
- 5) The applicant must reduce the width of the garage entry on the west elevation or obtain a variance from the Board of Zoning Appeals;
- 6) Submit material samples, colors, and specifications as well as details on any proposed signage;
- 7) Applicant comply with the requests of all City Departments;
- 8) Applicant obtain approval of a lease agreement by the City Commission for all projections and /or encroachments on City property;
- 9) Applicant revise plan sheets as necessary to ensure all sheets are consistent and show the required property lines and clearly note all projections / encroachments across property lines; and
- 10) At Final Site Plan Review, the applicant must provide the Special Event Operations Plan for the said hotel.

However, since the Community Impact Study and Preliminary Site Plan were approved by the Planning Board in 2019, the applicant made significant changes. Instead of a hotel, in 2020, the applicant revised the plans and submitted a proposal to construct a

five-story mixed use building containing retail, office, residential and parking uses. The building proposed two levels of underground off-street parking, first floor retail, commercial and parking, second floor office use, with the third to fifth floors containing 42 residential units. Parking for the residential units, and parking for a portion of the retail and office areas were to be provided below grade in the two level underground parking garage. A small additional parking area was proposed on the first level. However, as the building is located within the Parking Assessment District, no on-site parking is required for retail, commercial or office uses.

On January 22, 2020, the Planning Board reviewed the Revised Community Impact Study and the Revised Preliminary Site Plan to include a five story mixed use building with retail, office and residential uses, along with underground parking and first floor parking. At that time, the Planning Board accepted the applicant's Revised Community Impact Study with the following conditions:

- 1) Provide copies of Phase I and II Environmental Assessments;
- 2) Applicant must provide mitigation strategies for control of noise vibration and dust during construction;
- 3) Applicant will be required to bury all utilities on the site;
- 4) Applicant must distinguish an area for the separation and storage of recycling;
- 5) Applicant must conform to the streetscape design as outlined in the new E. Maple streetscape project; and,
- 6) Applicant provide information on all life safety issues and Fire Dept. approval, as well as details on the proposed security system provided to and approved by the Police Department.

On January 22, 2020 after moving to accept the Community Impact Statement, the Planning Board reviewed the Revised Preliminary Site Plan. Numerous concerns were raised by the Planning Board, particularly with regards to the at grade parking area accessible from Hamilton:

- If one were to enter the garage in their vehicle and discover that the cluster of three parking spaces allotted to Hunter House were full, one would have to either reverse onto Hamilton or execute a multi-point turn to exit back onto the street;
- It is the Board's purview to make sure all elements of the plans are functional and adhere to ordinance, and it does not appear that the three space parking area off of Hamilton meets these requirements;
- The Board should not approve parking off of Hamilton because it is not required by ordinance and creates an unsafe situation; and
- The site plan is deficient under Article 7, section 7.27 of the Zoning Ordinance regarding the three space parking area off of Hamilton and the parking

designated for the public off of Park Street.

The consensus of the Planning Board was that the surface parking lot with the entrance on Hamilton should be removed and increased retail space provided. The Board voted to postpone the matter to a Special Meeting of the Planning Board on February 27, 2020 to allow the issue of the surface parking lot to be addressed.

The applicant requested postponement of the matter indefinitely on February 27, 2020 to allow additional time to meet with the owner of the Hunter House to discuss the surface parking lot and Hunter House layout issues.

The applicant brought the Preliminary Site Plan back to the Planning Board for further consideration on April 22, 2020 with revised plans showing the removal of the first floor parking previously proposed. After much discussion, the Planning Board voted unanimously to approve the Revised Preliminary Site Plan for 35001 & 35075 Woodward with the following conditions;

- 1) Submit specification sheets on all of the proposed rooftop units and material/dimensional information on the screen wall to ensure full screening;
- 2) Revise the streetscape plans to meet all City requirements with regards to street lighting, furnishings and sidewalks;
- 3) Submit plans showing three usable off-street loading spaces measuring 40 x 12 x 14, or obtain a variance from the Board of Zoning Appeals;
- 4) Submit a photometric plan and specifications on all proposed lighting and materials, along with material samples at Final Site Plan and Design.
- 5) Work with the City to negotiate a lease for the use of City property below, at and above grade;
- 6) The Planning Board approves of the 2' projection into the right-of-way for the entry canopy at the corner of Maple and Woodward;
- 7) Comply with the requests of all City Departments; and,
- 8) In all cases, delete the term 'Hunter House' from drawings and any text.

On May 13, 2020, out of an abundance of caution, City staff brought the Preliminary Site Plan back to the Planning Board, and re-noticed it after discovering that the first floor plan displayed at the April Zoom meeting was an older version. Although the correct version was published in the agenda packet and discussed at the April meeting, the matter was reintroduced and the correct first floor plan was displaying over Zoom. The Planning Board voted unanimously on a motion to amend the motion made on April 22, 2020, to approve the Preliminary Site Plan for 35001 and 35075 Woodward by affirming conditions 1 through 8 and adding condition 9 to the approved motion as follows:

- 9) Approved plans include the first floor plan on sheet A101, with the revision date 4-3-20, subject to replacement of the terms "Hunter House" and "HH" throughout the report and the plans with a more generic designation of the planned use of the space.

On September 23, 2020, the Planning Board reviewed another Revised Preliminary Site Plan with first floor retail use, second floor office use and residential use on the upper floors, and an altered first floor plan that included the addition of 12 at grade parking spaces, the addition of two new vehicular entries (one on Hamilton and one on Woodward), and eliminated two previously approved retail spaces. The applicant indicated that the revised first floor layout was being submitted in an effort to accommodate Hunter House's stated need for surface parking adjacent to the restaurant space. After much discussion, the Planning Board voted 6-1 to deny the Revised Preliminary Site Plan, based on their finding that the proposed site plan does not meeting the requirements of Article 7, Section 7.27, specifically (4), which states that "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."

In June 2021, the Final Site Plan and Design Review request was considered by the Planning Board. This plan continued to propose a 5 story mixed use building, and again removed the previously discussed surface parking lot, and added in more retail space. In addition, the Final Site Plan reduced the office space on the second floor, and added residential units to the second floor as well. After much discussion, the Planning Board voted 5-2 to approve the Final Site Plan and Design for 35001 & 35075 Woodward – The Maple – with the following conditions:

1. The City Commission approves a lease agreement with the applicant to use public property;
2. The applicant lower the height of the rooftop screening to 10' or obtain a variance from the Board of Zoning Appeals;
3. The applicant correct the plans to show at least one of the loading spaces to be 12' in width, or obtain a variance from the Board of Zoning Appeals;
4. The applicant increase the height of junipers screening the transformer and fuse box to 6', and select another type of daylily;
5. The applicant correct the photometric plan and elevations for accuracy and consistency to show all proposed light fixtures and the corresponding light levels;
6. The applicant provide dimensions for the proposed utility sized brick, and further specifications on the clear glazing and obtain administrative approval for same;
7. The Planning Board approves the 2' projection for the steel canopies marked on the plans; and,
8. The applicant comply with the requests of all City Departments.

After receiving Final Site Plan and Design approval from the Planning Board, SCAH

began actively pursuing a lease agreement with the City for the use of portions of the public property adjacent to 35001 and 35075 Woodward. As noted in all approvals granted by the Planning Board, one of the conditions of approval was to obtain the approval of the City Commission of a lease agreement to allow SCAH to build on public property.

LEGAL REVIEW:

The City Attorney's office has been active in the negotiation process since 2021. The City Attorney's office has, in conjunction with Carson Fischer, PLC, (attorney for SCAH) drafted a Ground Lease with terms and conditions. The City Attorney has no objection as to the form and substance of the proposed Ground Lease.

FISCAL IMPACT:

The fair market value for the total leased area of 4,868 square feet has been determined to be, and SCAH has agreed to pay, the base rent with the minimum net rent sum of Sixty Thousand Five Hundred Dollars (\$60,500.00) per year, or \$12.42 per square foot. This amount shall be adjusted and increased each year on the anniversary date of the agreement by three percent (3%). The term of this lease will be for fifty (50) years, so long as SCAH is not in default under the lease. The initial term is proposed to automatically extend for two (2) additional periods of twenty-five (25) years with the ability for termination upon written notice. Each five (5) year anniversary of the agreement, the City will make a reasonable inquiry of SCAH in order to confirm continued compliance with the lease, and SCAH shall respond to such within thirty (30) days.

SUMMARY:

The City administration recommends that the City Commission approve the proposed Ground Lease with SCAH. This prime corner at the gateway to downtown Birmingham has been vacant for approximately 20 years. The proposed mixed use building will create a street wall along Maple that will activate the north side of Maple and Park Street, calm traffic coming from Woodward, and add extend downtown by adding new destinations for pedestrians. The proposed building will allow for the implementation of several elements of the 2016 Plan at the gateway to downtown by providing a substantial, mixed use building that is compatible in scale with the Greenleaf Trust Building on the south side of Maple, activating an additional block, and incorporating pedestrian scale details. In addition, the proposed 5 story mixed use building will also create a street wall on Woodward that will also encourage traffic calming. Incorporating the use of public property into the proposed development will allow for a more appropriate, aesthetic and efficient design, and allow for expanded underground parking to provide more on site parking than required under the Zoning Ordinance. Finally, the Ground Lease will provide rental income and tax revenue to the City.

ATTACHMENTS:

- Proposed Ground Lease
- Appraisal Report from Integra Realty Resources
- Relevant Planning Board and City Commission meeting minutes

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to approve a Ground Lease between Select Commercial Assets Hospitality and the City of Birmingham with a 50 year term to allow Select Commercial Assets Hospitality to lease City property adjacent to 35001 and 35075 Woodward Avenue to develop the proposed 5 story mixed use building with underground parking. In addition, to authorize the Mayor and City Clerk to sign the Ground Lease on behalf of the City.

GROUND LEASE

THIS GROUND LEASE (the "Lease") is made this ____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, a Michigan municipal corporation ("Landlord"), whose address is 151 Martin Street, Birmingham, Michigan 48012, and **SELECT COMMERCIAL ASSETS HOSPITALITY, LLC**, a Michigan limited liability company ("Tenant"), whose address is 8469 Warwick Groves Ct. Grand Blanc, Michigan 48439.

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property in the City of Birmingham, Michigan consisting of the southeast corner of the intersection of Hamilton Row and Park Street; and,

WHEREAS, Landlord and Tenant desire to enter a lease for a portion of such real property;

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1 BACKGROUND

- 1.01 Tenant is in the process of developing a multi-use project, consisting of commercial/retail and underground parking, which will be located on the land described in **Exhibit A** attached hereto, (the "Project"), currently known as 35001 and 35075 Woodward Avenue ("Tenant's Property"). As part of the Project, Tenant shall undertake appropriate investigation and environmental response activities;
- 1.02 Landlord and Tenant mutually agree that this Lease will benefit the Project and the City in several respects, including:
 - (a) Additional rental income and tax revenue to the City from the Leased Premises;
 - (b) Tenant will undertake appropriate investigation and environmental response activities for the Leased Premises and Tenant's property at its expense;
 - (c) Tenant will be able to rationalize the shape of the building for a more appropriate aesthetic and efficient design; and,
 - (d) The Project is consistent with the City of Birmingham's Downtown Birmingham 2016 Plan in that the plan calls for future mixed-use building.

SECTION 2 LEASED PREMISES AND IMPROVEMENTS THEREON

- 2.01 Landlord, in consideration of the rents, terms, covenants and agreements hereinafter set forth on the part of Tenant to be paid, kept and performed, grants, leases and lets to Tenant,

and Tenant hereby takes and hires from Landlord, on the terms, covenants, provisions and agreements hereinafter provided:

a certain tract/parcel of land located in the City of Birmingham, County of Oakland, State of Michigan, and described in Exhibit B attached hereto and made a part hereof (the "Leased Premises") together with the limited rights, title and interests as follows:

(a) air rights and below the ground rights, in connection with the Leased Premises as specifically set forth in this Lease;

(b) improvements presently on, under or over the Leased Premises and those buildings and improvements hereafter erected on the Leased Premises by Tenant as specifically set forth in this Lease; and

(c) all fixtures and articles of personal property and any replacements thereof, attached to or used in connection with the use, occupation and operation of the Leased Premises, and all alterations, additions and improvements hereafter made to the Leased Premises, title to which may vest in Landlord as specifically set forth in this Lease.

To have and to hold the Leased Premises and the above limited rights and interests for and during the term hereof, unless otherwise provided for in this Lease.

SECTION 3 TERM AND DURATION; ACCESS PRIOR TO COMMENCEMENT

- 3.01 The term of this Lease shall commence as of the earlier of _____, 2022, or the date on which construction of the Project commences (the "Commencement Date") and shall end at midnight on the date, which is fifty (50) years after the Commencement Date (the "Initial Term"). So long as Tenant is not in default under the Lease, the Initial Term shall automatically be extended for two (2) additional periods of twenty-five (25) years each (respectively, the "First Renewal Term" and "Second Renewal Term" and collectively the "Renewal Terms") unless Tenant provides Landlord with written notice of its intent not to renew this Lease at least ninety (90) days prior to the expiration of the Initial Term or First Renewal Term. Landlord shall send Tenant written notice at least one hundred and twenty (120) days before the end of the Initial Term and First Renewal Term that the Lease will be automatically renewed unless terminated within the following thirty (30) days. Notwithstanding the foregoing, Landlord's failure to send said notice does not invalidate Tenant's notice requirements and automatic extensions if Tenant fails to provide notice to Landlord of its intent not to extend the Lease.
- 3.02 Prior to the Commencement Date, so long as Tenant is not in default under this Lease, Tenant and its authorized agents and employees shall be permitted to enter upon the Leased Premises for the purposes of performing such tests and other non-construction work as may be reasonably incidental thereto.
- 3.03 Landlord, upon thirty (30) days written notice to Tenant, beginning ninety (90) days prior to the First Renewal Term and each five (5) year anniversary thereafter, may make reasonable inquiry of Tenant in order to confirm that Tenant remains in compliance with the Lease and Tenant shall respond to such inquiries within thirty (30) days of the notice.

SECTION 4 BASE RENT

- 4.01 Commencing on the Commencement Date, Tenant agrees to pay to Landlord, as minimum net rent the sum of \$60,500.00 per year, payable on or before each yearly anniversary of the Commencement Date. Each year, this amount shall be adjusted annually on the anniversary of the Commencement Date by three percent (3%).
- 4.02 [INTENTIONALLY OMITTED]
- 4.03 Unless Tenant has further obligations under any other agreements pertaining to the environmental condition of the Project, and as additional consideration, Tenant, at its sole expense, shall undertake those appropriate investigation and environmental response activities necessary to comply with due care obligations, applicable to the development and future use of the property, as may be required under Section 20107a of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA) and the administrative rules promulgated thereunder. Specifically, Tenant shall undertake appropriate measures to prevent exacerbation of, and unacceptable human direct contact and inhalation exposures to, contaminants existing on the property at time of lease. Tenant also shall undertake reasonable precautions to prevent reasonably foreseeable acts and omissions of third parties that could result in unacceptable human exposures to, or exacerbation of, contaminants existing on the property at time of lease.
- 4.04 Each yearly installment of minimum net rent will be paid in advance, without any setoffs or deductions, on each and every anniversary of the Commencement Date (the "Rent Day") during the continuation of this Lease at the office of Landlord at the address first shown above, or at such other place as Landlord from time to time may designate in writing.
- 4.05 The terms "rent" and "rental" shall mean all net rent and other charges or sums, which may be due from Tenant to Landlord pursuant to this Lease.
- 4.06 This Lease shall be deemed and construed to be a "net lease" and, notwithstanding anything contained herein to the contrary, Landlord shall receive all rent due hereunder absolutely free of all charges, assessments and impositions, expenses, offsets or deductions of any kind. Landlord shall not be expected or required to make any payment or provide any service to Tenant or any other person or entity, except as otherwise expressly set forth in this Lease. Landlord and Tenant acknowledge and agree that Tenant shall be responsible for all costs, expenses and obligations relating to the maintenance, repair, replacement, taxes and insurance for the Leased Premises during the term of this Lease and Landlord shall be indemnified by Tenant against all such costs, expenses and obligations.
- 4.07 Any rent or other sums payable by Tenant to Landlord under this Lease, which are not paid within ten (10) days after the same are due will be subject to a late charge of two and one-half percent (2.5%) of the amount due. Such late charges will be due and payable as additional rent on or before the next thirty (30) day installment of rent is due.
- 4.08 Any rent, late charges or other sums payable by Tenant to Landlord under this Lease, which are not paid within thirty (30) days after the same are due, will bear interest at a per annum rate equal to three (3) percentage points above the effective prime rate announced in the

Money Rates section of the Wall Street Journal (the "Default Rate") on the date when the rent, late charges or other sums became due, but in any event not in excess of the maximum interest rate permitted by law. Such interest shall be due and payable as additional rent on or before the next thirty (30) day installment of rent is due and will accrue until paid from the date that such rent, late charges or other sums are payable under this Lease. See Section 14 regarding Tenant's defaults.

SECTION 5 USE AND OCCUPANCY

- 5.01 The Leased Premises may be used by Tenant for any legal purpose in connection with the development, construction and use of the Project in accordance with the approved site plan ("Site Plan") (**Exhibit C**). Landlord and Tenant acknowledge that Tenant intends to expand the proposed above ground improvements to include the air space over a portion of the Leased Premises.

SECTION 6 CONSTRUCTION OF THE PROJECT

- 6.01 The Project shall be constructed by Tenant in substantial accordance with the Site Plan (**Exhibit C**) approved by Landlord on _____, 2021 as may be amended by the parties from time to time.
- 6.02 Tenant shall be under no obligation to construct the Project.
- 6.03 At all times prior to completion of the construction of the Project, Tenant shall maintain a policy of builders risk insurance covering such risks, in such amounts and with such companies as Tenant reasonably determines and subject to the reasonable approval of Landlord. Each such policy shall be non-cancelable except upon thirty (30) days' prior written notice to Landlord.
- 6.04 In connection with the Project, Tenant, at its sole cost and expenses, shall have the right to relocate existing utilities located on the Leased Premises (i) within the Leased Premises; or (ii) on to adjacent land owned by the Tenant. Landlord agrees to execute any and all reasonably required documents in connection with such relocation, which may be requested by any utility company.

SECTION 7 ASSIGNMENT AND SUBLETTING

- 7.01 Tenant shall not without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned, assign its interest in this Lease or to sublet the whole or any portion or portions of the Leased Premises, except when the assignment of the Lease is pursuant to the sale of the building. Notwithstanding the foregoing, Landlord's consent shall not be required in order for Tenant to enter leases or other agreements with third parties with respect to the improvements constructed in connection with the Project provided such leases and/or agreements do not permit such third parties to violate the terms of this Lease. Promptly after entering such a lease or other agreement, Tenant shall provide written notice thereof to Landlord.

- 7.02 Landlord agrees to enter into a nondisturbance agreement, in form satisfactory to Landlord, in favor of subtenants. Such nondisturbance agreements shall be executed in recordable form. Landlord covenants, agrees and warrants to execute such nondisturbance agreements within thirty (30) days after written request by Tenant therefor.
- 7.03 Any amendments of subleases shall not be binding on Landlord unless Landlord consents to same, which consent Landlord covenants and warrants will not be unreasonably withheld, delayed or conditioned.

SECTION 8 TAXES AND UTILITIES

- 8.01 All taxes, including but not limited to personal property taxes and taxes imposed pursuant to P.A. 189 of 1953 (Taxation of Lessees and Users of Tax-exempt Real Property), levied against the Tenant's interest in the Leased Premises shall be paid by the Tenant before same are delinquent.
- 8.02 All charges for utility services rendered to the Leased Premises during the term of this Lease shall be paid by Tenant.

SECTION 9 LIABILITY INSURANCE

- 9.01 Tenant shall not commence work under this Lease until it has obtained the insurance required under this Section. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers reasonably acceptable to Landlord.

(a) Workers' Compensation Insurance: Tenant shall cause its contractors to procure and maintain during the life of this Lease when construction is being done on the Project. Workers' compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

(b) Commercial General Liability Insurance: Tenant shall procure and maintain during the term of this Lease, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000.00 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (i) Contractual Liability; (ii) Products and Completed Operations; (iii) Independent Contractors Coverage; (iv) Broad Form General Liability Extensions or equivalent; (v) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

(c) Motor Vehicle Liability: If Landlord uses motor vehicles at the Leased Premises then Landlord shall procure and maintain during the term of this Lease Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

(e) Cancellation Notice: Workers' compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012."

(f) Proof of Insurance Coverage: Tenant shall provide the Landlord at the time the Lease is returned for execution, Certificates of Insurance and/or policies, acceptable to Landlord, as listed below.

(i) Two (2) copies of Certificate of Insurance for Workers' Compensation (if then required);

(ii) Two (2) copies of Certificate of Insurance for Commercial General Liability;

(iii) Two (2) copies of Certificate of Insurance for Motor Vehicle Liability Insurance (if then required); and

(iv) If so requested, Certified Copies of all policies mentioned above will be furnished.

(g) Coverage Expiration: If any of the above coverages expire during the term of this Lease, Tenant shall deliver renewal certificate and/or policies to landlord at least ten (10) days prior to the expiration date.

9.02 Notwithstanding the foregoing, any and all insurance required to be obtained pursuant to this Section 9 may be obtained in connection with, and combined with, Tenant's insurance for the Project so long as the requirements of this Section 9 are satisfied.

SECTION 10 INDEMNITY

10.01 To the fullest extent permitted by law, Tenant and any entity or person for whom Tenant is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold Landlord harmless, including Landlord's elected and appointed officials, employees and volunteers and others working on behalf of Landlord against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and Landlord, its elected and appointed officials, employees, volunteers or others working on behalf of Landlord, by reason of personal injury, including bodily injury

and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of Landlord.

SECTION 11 COMPLIANCE WITH LAWS

- 11.01 Tenant covenants and agrees that during the term of this Lease, and any renewals or extensions thereof, Tenant shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of the federal, state, county, city and municipal governments or any of their departments, bureaus, boards, commissions and officials thereof, with respect to the Leased Premises, the buildings and improvements thereon or hereafter erected thereon by Tenant, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against Landlord or Tenant, or both, except to the extent that Landlord has any obligations under this Lease.

SECTION 12 CASUALTY INSURANCE

- 12.01 Tenant covenants that it will, during the continuance of the term of this Lease, keep or cause to be kept the buildings and improvements now or hereafter located on the Leased Premises, insured by a responsible and reputable insurance company or companies against loss or damage by fire and such other hazards as are currently embraced in the standard extended coverage endorsement in this State of Michigan, and in an amount not less than eighty percent (80%) of the full insurable value of said building and improvements.

SECTION 13 DAMAGE CLAUSE

- 13.01 Should the whole or any part or parts of the buildings or improvements then on the Leased Premises be partially or wholly damaged or destroyed by fire or other insured casualty after the commencement of the term of this Lease, such destruction or damage shall not operate to terminate this Lease, but this Lease shall continue in full force and effect, except as otherwise provided in this Lease. Tenant, at its sole option, may elect to:

(a) restore, rebuild or repair said building and improvements so damaged or destroyed so that the said building and improvements as Tenant deems appropriate for its development or use of the Project; or

(b) clear the Leased Premises of all debris and restore same to a safe condition.

- 13.02 Notwithstanding the foregoing, including Tenant's discretionary election, all decisions to restore, rebuild, repair and/or clean are subject to all City and other municipality regulations pertaining to same.

SECTION 14 DEFAULT CLAUSES

- 14.01 If Tenant shall default in the payment of rent on any dates provided for in this Lease, and if such default shall continue for a period of thirty (30) days after receipt by Tenant of

written notice of said nonpayment, or (except as otherwise provided in this Lease) in the event that Tenant shall default or fail in the performance of a material covenant or agreement on its part to be performed in this Lease and such default shall not have been cured for a period of sixty (60) days after receipt by Tenant of written notice of said default from Landlord, or if such default cannot with due diligence be cured within sixty (60) days and Tenant shall not have commenced the remedying thereof within such period or shall not be proceeding with due diligence to remedy it (it being intended in connection with a default not susceptible of being cured by Tenant with due diligence within sixty (60) days that the time within which to remedy same shall be extended for such period as may be necessary to complete same with due diligence), then, and in such case, Landlord shall have the right to terminate this Lease and to recover possession of the Leased Premises by summary proceedings or by any other appropriate legal action or proceedings, and such other rights as may be available at law or in equity.

- 14.02 If, after the commencement of the term of this Lease, (i) Tenant then in possession of the Leased Premises shall be adjudicated bankrupt or adjudged to be insolvent; (ii) a receiver or trustee shall be appointed for the aforesaid Tenant's property and affairs; (iii) the aforesaid Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or (iv) any execution or attachment shall be issued against the aforesaid Tenant or any of the aforesaid Tenant's property whereby the Leased Premises, or any building or buildings or any improvements thereon, shall be taken or occupied or attempted to be taken or occupied by someone other than the aforesaid Tenant, except as may herein be permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded over within one hundred twenty (120) days after the issuance of the same, then a default hereunder shall be deemed to have occurred so that the provisions of this Section 14 shall become effective and Landlord shall have the rights and remedies provided for herein.
- 14.03 Notwithstanding the foregoing, 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. This agreement shall be governed by the laws of the State of Michigan and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

SECTION 15 ESTOPPEL CERTIFICATES

15.01 Landlord shall, without charge, at any time and from time to time, within thirty (30) days after request by Tenant, certify by written instrument, which Landlord shall duly execute and acknowledge in recordable form and deliver to Tenant or any mortgagees selected by Tenant, or any assignee of any mortgagee or purchaser, or any proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified by Tenant:

(a) that this Lease is unmodified and in full force and effect (or, if there has been a modification, that the same is in full force and effect as modified and stating the modification);

(b) the dates, if any, to which the basic rent impositions and other charges hereunder have been paid in advance;

(c) whether Tenant is or is not in default in the performance of any covenant, condition or agreement on Tenant's part to be performed and the nature of Tenant's default, if any, and such other pertinent information as Tenant may request.

SECTION 16 OWNERSHIP OF IMPROVEMENTS

16.01 Tenant shall own and have the right to take the depreciation deductions under the tax laws for any buildings and improvements heretofore or hereafter erected on, under or above the Leased Premises.

SECTION 17 RIGHT TO PERFORM FOR TENANT

17.01 If Tenant, or its permitted successors and assigns, shall, after reasonable notice and demand, fail to perform any covenant, condition or other obligation on its part to be performed under this Lease, the Landlord may do so on behalf of and at the cost and expense of the Tenant so failing to perform. Interest at the Default Rate and reasonable attorney's fees, if any, shall be collectible from the Tenant. Should it be determined by a court of competent jurisdiction that the expending of sums by Landlord was made necessary by Tenant's failure to perform a covenant, condition or any other obligation on Tenant's part to be performed under this Lease, in such event, and only in such event, shall such sums, at the option of Landlord, be deemed additional rent and payable as such on the next or any subsequent Rent Day.

SECTION 18 HOLDOVER

18.01 If Tenant shall holdover as a tenant after the expiration of the then existing Lease term, then such tenancy shall be deemed to be on a month-to-month basis with monthly rent payable in advance in the amount of one hundred fifty percent (150%) of the rent as in effect under this Lease.

SECTION 19 PARTIAL INVALIDITY

- 19.01 If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which this Lease is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 20 WRITTEN NOTICES

- 20.01 Whenever under the terms of this Lease a written notice is required, or whenever a written notice or communication is sent, the same shall be accomplished by Registered Mail, Return Receipt Requested, postage prepaid, addressed to the parties at the respective addresses first above written or to such other address(es) as any of the parties shall designate by written notice. All notices sent to Landlord shall be sent to the attention of the City Manager unless otherwise provided herein. A copy of all notices to Landlord shall also be sent to the City Attorney, Mary Kucharek, at 3001 West Big Beaver Road, Suite 200, Troy, Michigan 48084. A copy of all notices to Tenant shall also be sent to Robert M. Carson and Robert A. Weisberg, at Carson Fischer, PLC, 4111 Andover Road, West – 2nd Floor, Bloomfield Hills, Michigan 48302.

SECTION 21 BINDING ON SUCCESSORS AND ASSIGNS

- 21.01 Except as otherwise provided in this Lease, all covenants, agreements, provisions and conditions of this Lease shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns. No modification or termination of this Lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant.

SECTION 22 BROKER

- 22.01 Landlord and Tenant each warrant, covenant and agree with the other that no broker brought about this Lease nor was any broker involved in the negotiations leading to its consummation.

SECTION 23 NO MERGER

- 23.01 Notwithstanding any provision of this Lease to the contrary, if at any time or times during the term of this Lease, or any renewal or extension thereof, Landlord and Tenant shall be the same person, party or entity, Landlord's and Tenant's interests shall remain separate and distinct, and shall not be merged into one estate so as to cancel, terminate or extinguish this Lease by law or otherwise.

SECTION 24 CAPTIONS

24.01 The captions of the Sections of this instrument are solely for convenience and shall not be deemed a part of this instrument for the purposes of construing the meaning thereof or for any other purpose.

SECTION 25 SURRENDER

25.01 Upon the termination of the Lease term, Tenant shall quit and surrender the Leased Premises and all buildings and improvements thereon, in good condition and repair.

SECTION 26 QUIET ENJOYMENT

26.01 Landlord agrees, covenants and warrants that as long as Tenant faithfully performs the agreements, terms, covenants and conditions of this Lease including without limitation, Tenant's obligations to comply with all laws as set forth in Section 11, within the grace periods and extended periods for any unavoidable delays, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises for the term and extensions thereof hereby granted without molestation or disturbance by or from Landlord and free of any and all encumbrances created or suffered by Landlord.

SECTION 27 NO WAIVER

27.01 No waiver of any covenant or condition contained in this Lease, or of any breach of any such covenant or condition, shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof of either party.

SECTION 28 INTERPRETATION

28.01 This Lease shall be construed in accordance with the laws of the State of Michigan. Whenever the contents of any provision shall require it, the singular number shall be held to include the plural number and vice versa. The neuter gender includes the masculine and the feminine.

SECTION 29 ENTIRE AGREEMENT

29.01 This Lease contains the entire agreement of the parties hereto with respect to the letting and hiring of the Leased Premises described above, and this Lease may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto, their respective successors or assigns.

SECTION 30 SHORT FORM OR MEMORANDUM OF LEASE SUITABLE FOR RECORDING

30.01 The parties hereto covenant and agree that, at the request of either party, Landlord and Tenant will promptly execute and deliver to the requesting party a short form or Memorandum of Lease duly acknowledged and in recordable form setting forth, among

other things, the names and addresses of the parties, a reference to this Lease and its date, the description of the Leased Premises, the date of the commencement and termination of this Lease, Tenant's rights to obtain financing, the right of Tenant to build, alter, repair, improve, change or demolish buildings, structures and improvements, and such other information as either party may request. The short form or Memorandum of Lease, or this Lease, may be recorded by either Landlord or Tenant. Landlord and Tenant agree to share equally all the costs and expenses of recording said short form or Memorandum of Lease or this Lease.

SECTION 31 CHANGE IN LEGAL DESCRIPTION OF LEASED PREMISES

- 31.01 The parties acknowledge and agree that it may be necessary to change the legal description of the Leased Premises in order to facilitate the efficient use of the land comprising the Project. The parties agree to use their best good faith efforts to agree upon the final legal description. The revised legal description shall be initialed by each party and substituted for **Exhibit B** on all executed counterparts of this Lease.

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

LANDLORD:

WITNESSES:

CITY OF BIRMINGHAM

Therese Longe, Mayor

Alexandria D. Bingham, Clerk

TENANT:

**SELECT COMMERCIAL ASSETS
HOSPITALITY LLC**, a Michigan limited
liability company

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2022, before me personally appeared
_____, who acknowledged that with authority on behalf of _____ to
do so he/she signed this Agreement.

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

My commission expires: _____

APPROVAL (Sec 2-289 City Code)

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

Jana Ecker, Planning Director
(as to substance)

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

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

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT

A-1

LEGAL DESCRIPTION

35001 WOODWARD AVE

19-25-456-037

LOTS 1, 2 & 3, PART OF LOTS 4 & 5, AND ALSO PART OF A VACATED ALLEY OF ASSESSOR'S PLAT No.21, LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS, ALL DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 18 DEGREES 50 MINUTES 30 SECONDS WEST, 23.13 FEET FROM THE SOUTHEAST SECTION CORNER OF LOT 1; THENCE SOUTH 34 DEGREES 32 MINUTES 10 SECONDS WEST, 23.86 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 50 SECONDS WEST, 47.66 FEET; THENCE ALONG A CURVE TO THE LEFT 54.91 FEET, SAID CURVE HAVING A RADIUS OF 57 FEET, A LONG CHORD BEARING OF NORTH 64 DEGREES 29 MINUTES 25 SECONDS WEST, 52.81 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 10 SECONDS WEST, 135.76 FEET; THENCE 88 DEGREES 16 MINUTES 35 SECONDS EAST, 34.77 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 00 SECONDS EAST, 31 FEET; THENCE SOUTH 18 DEGREES 40 MINUTES 40 SECONDS EAST, 30.80 FEET; THENCE SOUTH 18 DEGREES 50 MINUTES 30 SECONDS EAST, 116.06 FEET TO THE POINT OF BEGINNING.

35075 WOODWARD AVE

19-25-456-014

LOT 40 OF ASSESSOR'S PLAT No.21 LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, EXCEPTING THE WEST 34 FEET AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS.

PO BOX 3001 BIRMINGHAM, MI 48012

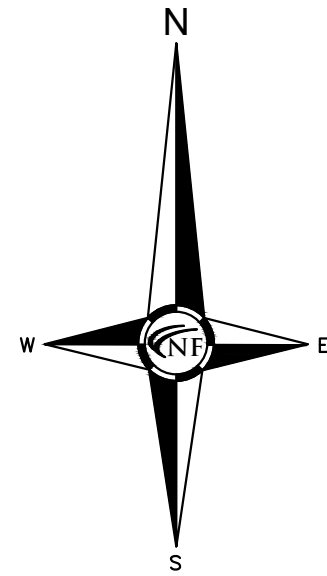
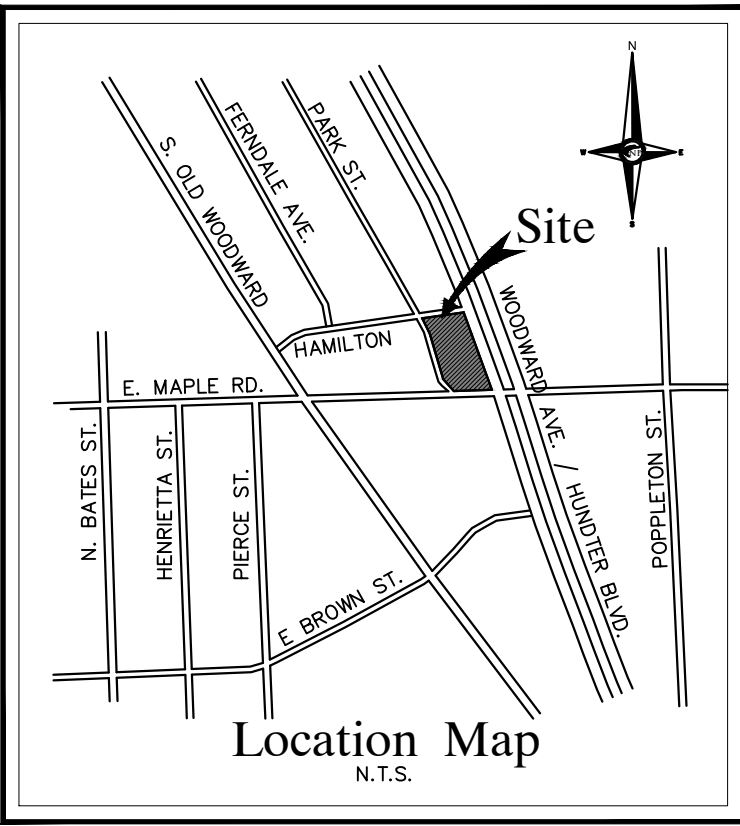
19-25-456-043

PART OF LOTS 39 & 40 OF ASSESSOR'S PLAT No.21 LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS. BEGINNING AT A POINT DISTANT SOUTH 82 DEGREES 23 MINUTES 50 SECONDS WEST, 39.80 FEET FROM THE NORTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 04 DEGREES 11 MINUTES 54 SECONDS EAST, 86.88 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 29 SECONDS WEST, 26.62 FEET ALONG THE SOUTH LINE OF SAID LOT 40, THENCE ALONG THE EAST LINE OF PARK STREET ALONG A CURVE TO THE LEFT, 71.86 FEET, SAID CURVE HAVING A RADIUS OF 356 FEET. A LONG CHORD BEARING OF NORTH 22 DEGREES 04 MINUTES 01 SECONDS WEST, 71.74 FEET; THENCE NORTH 26 DEGREES 19 MINUTES 07 SECONDS EAST, 17.35 FEET; THENCE NORTH 82 DEGREES 23 MINUTES 50 SECONDS EAST, 39.86 FEET TO THE POINT OF BEGINNING.



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257



Master Tree List						
Client Name:	Hadidi Capital					
Job Number:	J398					
Job Location:	35001 & 35075 Woodward, Birmingham					
Date Completed:	8/31/2016					
Condition Description Notes:						
"Good" - no observed structural defects						
"Fair" - minor structural defects, marginal form, some insect activity noted						
"Poor" - major structural defects, poor form, insect infested						
*Structural defects may include decayed wood, cracks, root problems, weak branch unions, cankers, poor tree architecture, dead/failed branches due to various causes.						
Tree #	Botanical Name	Common Name	Dia.	Type	Other Dia.	Condition
1	Gleditsia triacanthos	Honeylocust	14			Good
2	Gleditsia triacanthos	Honeylocust	6			Good
3	Gleditsia triacanthos	Honeylocust	8			Good
4	Gleditsia triacanthos	Honeylocust	17			Good
5	Gleditsia triacanthos	Honeylocust	18			Good
6	Gleditsia triacanthos	Honeylocust	20			Good
7	Gleditsia triacanthos	Honeylocust	13			Good
8	Gleditsia triacanthos	Honeylocust	15			Good
9	Gleditsia triacanthos	Honeylocust	14			Good
10	Gleditsia triacanthos	Honeylocust	18			Good
11	Gleditsia triacanthos	Honeylocust	18			Good

CERTIFICATE OF SURVEY

WE HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT WE HAVE PLACED MARKER IRONS AT THE CORNERS OF THE PARCEL OR AS INDICATED IN THE ABOVE SKETCH.

KEVIN NAVAROLI, PLS
NO. 53503
DATE: 09-30-2016



LEGAL DESCRIPTION

35001 WOODWARD AVE
19-25-456-037
LOTS 1, 2 & 3, PART OF LOTS 4 & 5, AND ALSO PART OF A VACATED ALLEY OF ASSESSOR'S PLAT No.21, LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS, ALL DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 18 DEGREES 50 MINUTES 30 SECONDS WEST, 23.13 FEET FROM THE SOUTHEAST CORNER OF LOT 1; THENCE SOUTH 34 DEGREES 32 MINUTES 10 SECONDS WEST, 23.86 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 50 SECONDS WEST, 47.66 FEET; THENCE ALONG A CURVE TO THE LEFT 54.91 FEET, SAID CURVE HAVING A RADIUS OF 57 FEET, A LONG CHORD BEARING OF NORTH 64 DEGREES 29 MINUTES 25 SECONDS WEST, 52.81 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 10 SECONDS WEST, 135.76 FEET; THENCE 88 DEGREES 16 MINUTES 35 SECONDS EAST, 34.77 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 00 SECONDS EAST, 31 FEET; THENCE SOUTH 19 DEGREES 40 MINUTES 40 SECONDS EAST, 30.80 FEET; THENCE SOUTH 18 DEGREES 50 MINUTES 30 SECONDS EAST, 116.06 FEET TO THE POINT OF BEGINNING.

35075 WOODWARD AVE
19-25-456-014
LOT 40 OF ASSESSOR'S PLAT No.21 LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, EXCEPTING THE WEST 34 FEET AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS.

PO BOX 3001 BIRMINGHAM, MI 48012
19-25-456-043
PART OF LOTS 39 & 40 OF ASSESSOR'S PLAT No.21 LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS, BEGINNING AT A POINT DISTANT SOUTH 82 DEGREES 23 MINUTES 50 SECONDS WEST, 39.80 FEET FROM THE NORTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 04 DEGREES 11 MINUTES 54 SECONDS EAST, 66.88 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 29 SECONDS WEST, 26.62 FEET ALONG THE SOUTH LINE OF SAID LOT 40; THENCE ALONG THE EAST LINE OF PARK STREET ALONG A CURVE TO THE LEFT, 71.86 FEET, SAID CURVE HAVING A RADIUS OF 356 FEET, A LONG CHORD BEARING OF NORTH 22 DEGREES 04 MINUTES 01 SECONDS WEST, 71.74 FEET; THENCE NORTH 26 DEGREES 19 MINUTES 07 SECONDS EAST, 17.35 FEET; THENCE NORTH 82 DEGREES 23 MINUTES 50 SECONDS EAST, 39.86 FEET TO THE POINT OF BEGINNING.

TOPOGRAPHIC SURVEY NOTES

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.
UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES; AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.
THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.

LEGEND	
	EXISTING SANITARY SEWER
	EXISTING SAN. CLEAN OUT
	EXISTING WATER MAIN
	EXISTING STORM SEWER
	EX. R.Y. CATCH BASIN
	EXISTING BURIED CABLES
	OVERHEAD LINES
	LIGHT POLE
	SIGN
	EXISTING GAS MAIN

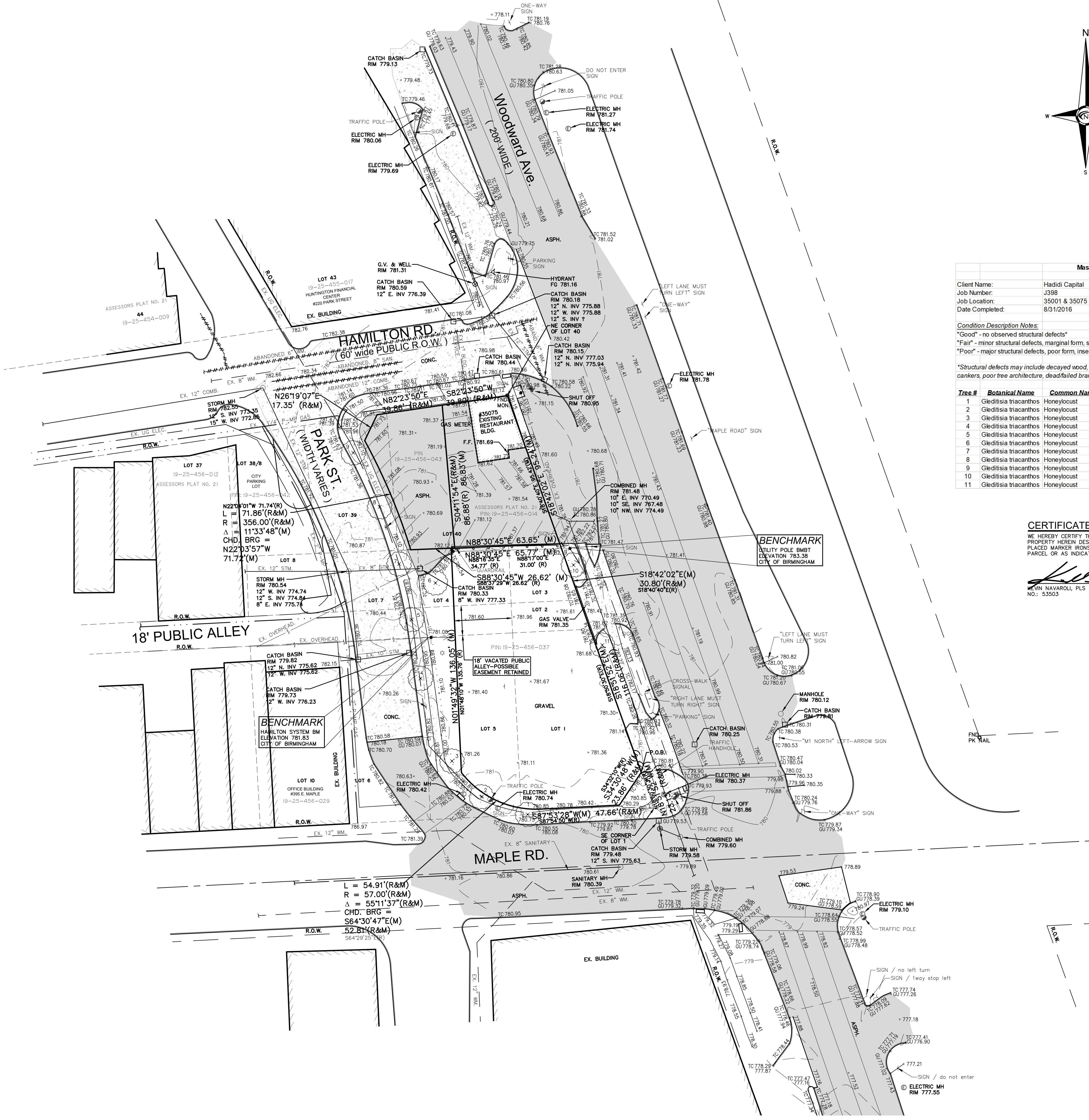


EXHIBIT "B"
LEGAL DESCRIPTION OF THE LEASED PREMISES

B-1

SKETCH OF EASEMENT

11/30/2021 1:41 PM

V:\202109\20210910\F\Property\20210910 ES01.dwg

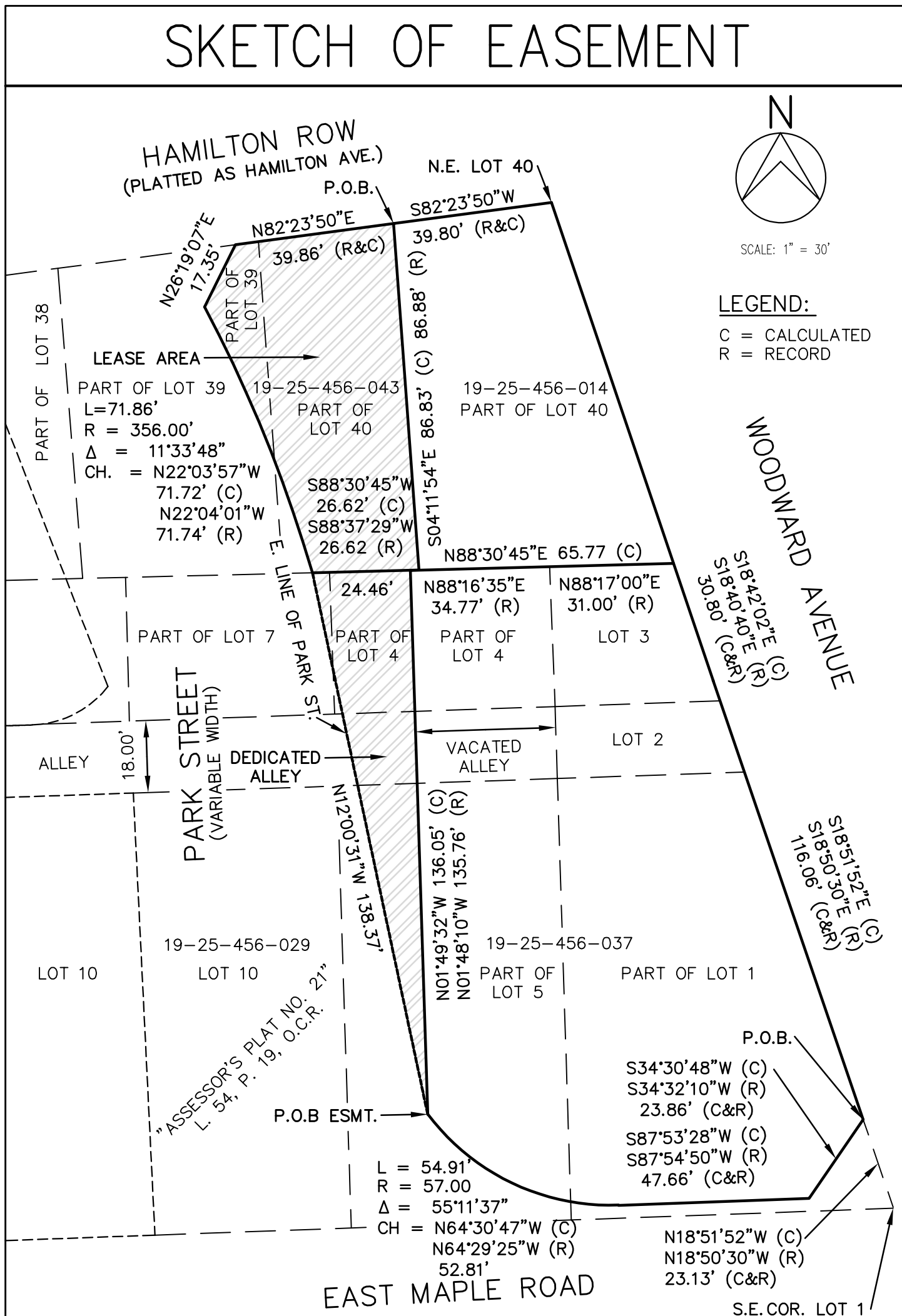
Hebert Dave



SCALE: 1" = 30'

LEGEND:

C = CALCULATED
R = RECORD



NOTE:
VACATED ALLEY MAY HAVE RETAINED EASEMENT RIGHTS.

JOB NO. 20210910
DATE 11/30/2021

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: <http://www.hrcengr.com>

SHEET NO. 1 OF 2

11/30/2021 1:42 PM

V:\202109\20210910\F\Property\20210910 ES01.dwg

Hebert Dave

DESCRIPTION OF PROPERTY (19-25-456-037 TAKEN FROM RECORD)

Lots 1, 2, 3, part of Lots 4 and 5 and part vacated alley of "Assessor's Plat No. 21" a replat of Hamilton's Eastern addition, Van Every-Lawson Subdivision, Rundel Addition and part of the S.E. 1/4 of the S.W. 1/4 and S.W. 1/4 of S.E. 1/4 Section 25, T.2N., R.10E., City of Birmingham, Oakland County, Michigan, as recorded in Liber 54 of plats, Page 19, Oakland County Records, All described as: Beginning at a point distant N 18°50'30" W 23.13 feet from the Southeast corner of said Lot 1; thence S 34°32'10" W 23.86 feet; thence S 87°54'50" W 47.66 feet; thence along a curve to the right 54.91 feet, said curve having a radius of 57.00 feet and a chord bearing N 64°29'25" W 52.81 feet; thence N 01°48'10" W 135.76 feet; thence N 88°16'35" E 34.77 feet; thence N 88°17'00" E 31.00 feet; thence S 18°40'40"E 30.80 feet; thence S 18°50'30" E 116.06 feet to the Point of Beginning.

Subject to reservations, restrictions and easements of record if any.

DESCRIPTION OF LEASE AREA

Part of Lots 4, 5, 7 and part of Alley "Assessor's Plat No. 21" a replat of Hamilton's Eastern addition, Van Every-Lawson Subdivision, Rundel Addition and part of the S.E. 1/4 of the S.W. 1/4 and S.W. 1/4 of S.E. 1/4 Section 25, T.2N., R.10E., City of Birmingham, Oakland County, Michigan, as recorded in Liber 54 of plats, Page 19, Oakland County Records, All described as: Beginning at a point N 18°51'52" W calculated (N 18°50'30" W record) 23.13 feet; thence S 34°30'48" W calculated (S 34°32'10" W record) 23.86 feet; thence S 87° 53'28" W (S 87°54'50" W record) 47.66 feet; thence along a curve to the right 54.91 feet, said curve having a radius of 57.00 feet and a chord bearing N 64°30'47" W calculated (N 64°29'25" W record) 52.81 feet distant from the Southeast corner of said Lot 1 to a point on the East line of Park Street and the Point of Beginning; thence N 12°00'31" W 138.37 feet; thence N 88°30'45" E 24.46 feet to a point on the East line of said Park Street; thence along the East line of said Park Street S 01°49'32" E 136.05 feet calculated (S 01°48'10" E 135.76 record) to the Point of Beginning.

Containing 1,664 square feet, or 0.038 acres, more or less.

DESCRIPTION OF PROPERTY (19-25-456-043 TAKEN FROM RECORD)

Part of Lots 39 and 40 of "Assessor's Plat No. 21" a replat of Hamilton's Eastern addition, Van Every-Lawson Subdivision, Rundel Addition and part of the S.E. 1/4 of the S.W. 1/4 and S.W. 1/4 of S.E. 1/4 Section 25, T.2N., R.10E., City of Birmingham, Oakland County, Michigan, as recorded in Liber 54 of plats, Page 19, Oakland County Records, All described as: Beginning at a point distant S 82°23'50" W 39.80 feet from the Northeast corner of said Lot 40; thence S 04°11'54" E 86.88 feet; thence S 88°37'29" W 26.62 feet to a point on the East line of Park Street; thence along the East line of said Park Street on a curve to the left 71.86 feet, said curve having a radius of 356.00 feet and a chord bearing N 22°04'01' W 71.74 feet; thence N 26°19'07" E 17.35 feet; thence N 82°23'50" E 39.86 feet to the Point of Beginning. Containing 3,204 square feet or 0.07 acres, more or less.

Subject to reservations, restrictions and easements of record if any.

DESCRIPTION OF LEASE AREA

Part of Lots 39 and 40 of "Assessor's Plat No. 21" a replat of Hamilton's Eastern addition, Van Every-Lawson Subdivision, Rundel Addition and part of the S.E. 1/4 of the S.W. 1/4 and S.W. 1/4 of S.E. 1/4 Section 25, T.2N., R.10E., City of Birmingham, Oakland County, Michigan, as recorded in Liber 54 of plats, Page 19, Oakland County Records, All described as: Beginning at a point distant S 82°23'50" W 39.80 feet from the Northeast corner of said Lot 40; thence S 04°11'54" E 86.83 calculated (86.88 feet record); thence S 88°30'45"W 26.62 feet calculated (S 88°37'29" W 26.62 feet calculated) to a point on the East line of Park Street; thence along the East line of said Park Street on a curve to the left 71.86 feet, said curve having a radius of 356.00 feet and a chord bearing N 22°03'57" W 71.72 feet calculated (N 22°04'01' W 71.74 feet record); thence N 26°19'07" E 17.35 feet; thence N 82°23'50" E 39.86 feet to the Point of Beginning.

Containing 3,204 square feet or 0.07 acres, more or less.

JOB NO. 20210910	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH. P.O. BOX 824 48303 - 0824 PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http:// www.hrcengr.com	SHEET NO.
DATE 11/30/2021			2 OF 2

EXHIBIT "C"
SITE PLAN OF THE PROJECT

C-1

PROPOSED BUILDING FOR:

The Maple

PROJECT LOCATION:

35001 AND 35075 WOODWARD AVE.
BIRMINGHAM, MI 48009

ZONED: B-4 BUSINESS-RESIDENTIAL
OVERLAY ZONING DISTRICT: D-4

APPLICANT INFORMATION

HESHAM GAYAR
8469 WARWICK GROVE COURT,
GRAND BLANC, MI 48439

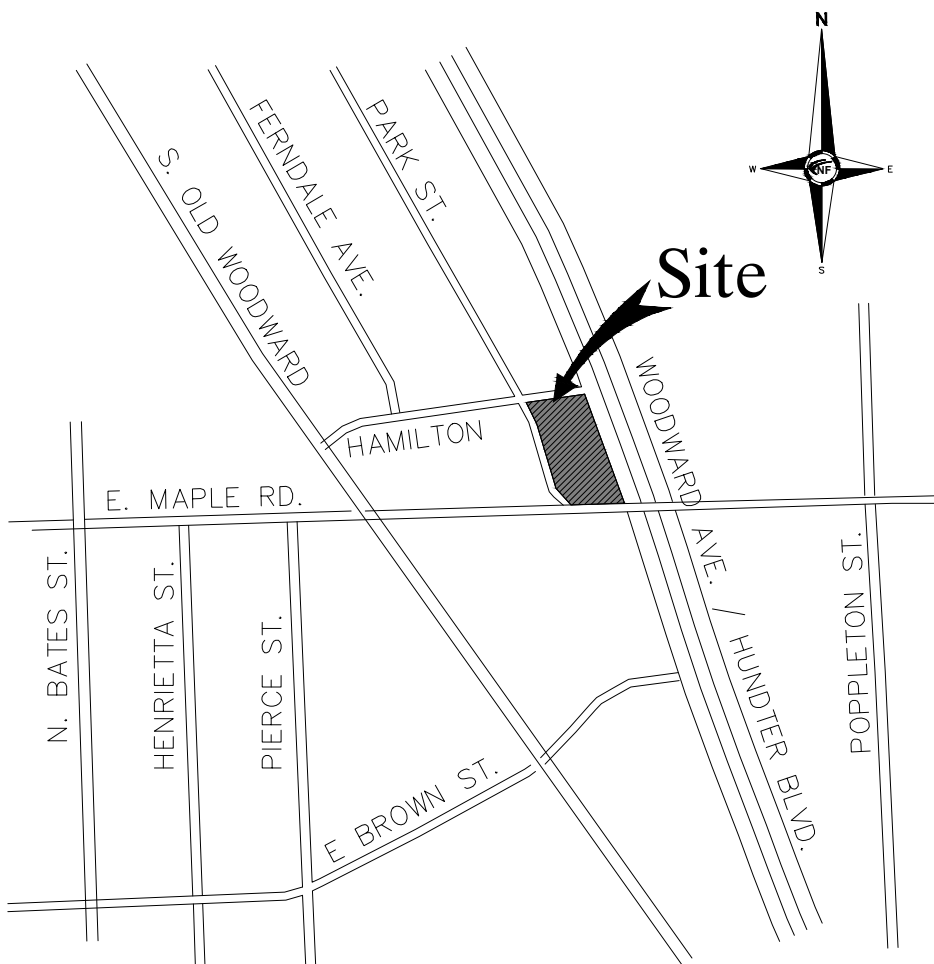
T. 810.338.3923
E. HESHAM.GAYER@GMAIL.COM

FIRE SUPPRESSION NOTE:
THE BUILDING WILL BE 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.

NOTE:
FIRE PROTECTION SYSTEM FOR THE BUILDING EQUAL TO: GROUND FLOOR - ORDINARY HAZARD AND FLOORS 2-5 LITE HAZARD (OFFICE AND RESIDENTIAL). F.P.A. NO. 13 CRITERIA AND SECTION 903.3.1.1 WITH ONE (1) 4" D.I. BUILDING SERVICE PROVIDED. TYPE 2A FIRE EXTINGUISHERS SHALL BE PROVIDED AND SPACED A MAX. OF 75' APART PER SECTION 906.1 OF THE 2012 INTERNATIONAL FIRE CODE AND / OR BY THE DIRECTION OF THE FIRE MARSHAL.

SHEET INDEX:

T.101	TITLE SHEET
SP-1	SITE SURVEY
SP-2	PRELIMINARY SITE PLAN
SP.101	ARCHITECTURAL SITE PLAN DETAILS
SP.401	SITE PLAN DETAILS
L-1	LANDSCAPE PLAN
H1	SITE PHOTOMETRIC
LL.100	LOWER LEVEL 1 PARKING PLAN
LL.101	LOWER LEVEL 2 PARKING PLAN
A.101	FIRST FLOOR PLAN
A.102	SECOND FLOOR PLAN
A.103	THIRD FLOOR PLAN
A.104	FOURTH FLOOR PLAN
A.105	FIFTH FLOOR PLAN
A.106	ROOF PLAN
A.201	EXTERIOR ELEVATION
A.202	EXTERIOR ELEVATION
A.203	EXTERIOR ELEVATION
A.301	EXTERIOR PERSPECTIVE IMAGES
A.302	EXTERIOR PERSPECTIVE IMAGES



LOCATION MAP
SCALE: NOT TO SCALE

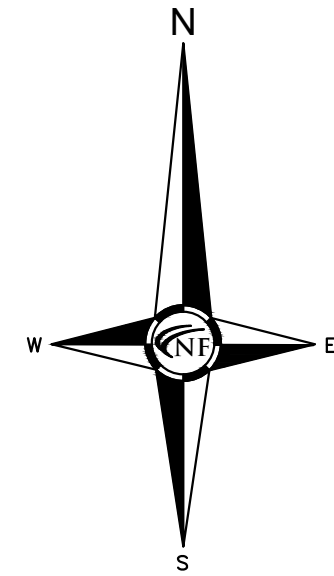
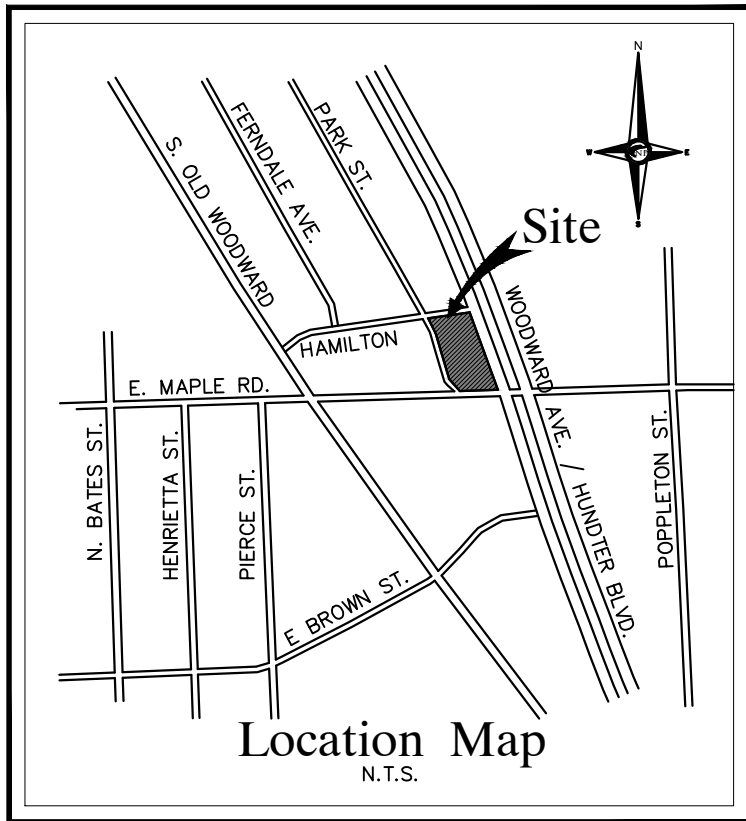
320 Martin Street Suite 10
Birmingham, Michigan 48009
t:248.554.9500
Contact Person: Kevin Biddison
e.mail: kb@biddison-ad.com

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, 2014 N.E.C. W/ PART 8 STATE AMENDMENTS ICC/ANSI A117.1-2015 AND MICHIGAN BARRIER FREE DESIGN LAW OF PUBLIC ACT 1 OF 1986 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
BUILDING AREA:	101,970 SQFT
PARKING AREA:	48,732 SQFT
TOTAL BUILDING & PARKING AREA:	150,702 SQFT
BUILDING USE:	M: MERCANTILE B: BUSINESS OFFICE R-2: RESIDENTIAL APARTMENT
TYPE OF CONSTRUCTION:	
2015 MBC:	TYPE IIA (PROTECTED)
NFPA 220:	TYPE II-000
Issued for	

SITE PLAN REVIEW	03.29.18
SITE PLAN REVIEW	11.26.18
SITE PLAN REVISION	01.02.19
SITE PLAN REVISION	02.20.19
SITE PLAN REVIEW	05.13.19
SITE PLAN REVIEW	11.22.19
SITE PLAN REVIEW	01.02.20
SITE PLAN REVIEW	02.14.20
SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL	10.22.20
FINAL REVIEW	
SITE PLAN	06.14.21



Project no.	
THE MAPLE	1971.16
Sheet no.	
T.101	



Master Tree List						
Client Name:	Hadidi Capital					
Job Number:	J398					
Job Location:	35001 & 35075 Woodward, Birmingham					
Date Completed:	8/31/2016					
Condition Description Notes:						
"Good" - no observed structural defects						
"Fair" - minor structural defects, marginal form, some insect activity noted						
"Poor" - major structural defects, poor form, insect infested						
*Structural defects may include decayed wood, cracks, root problems, weak branch unions, cankers, poor tree architecture, dead/failed branches due to various causes.						
Tree #	Botanical Name	Common Name	Dia.	Type	Other Dia.	Condition
1	Gleditsia triacanthos	Honeylocust	14			Good
2	Gleditsia triacanthos	Honeylocust	6			Good
3	Gleditsia triacanthos	Honeylocust	8			Good
4	Gleditsia triacanthos	Honeylocust	17			Good
5	Gleditsia triacanthos	Honeylocust	18			Good
6	Gleditsia triacanthos	Honeylocust	20			Good
7	Gleditsia triacanthos	Honeylocust	13			Good
8	Gleditsia triacanthos	Honeylocust	15			Good
9	Gleditsia triacanthos	Honeylocust	14			Good
10	Gleditsia triacanthos	Honeylocust	18			Good
11	Gleditsia triacanthos	Honeylocust	18			Good

CERTIFICATE OF SURVEY

WE HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT WE HAVE PLACED MARKER IRONS AT THE CORNERS OF THE PARCEL OR AS INDICATED IN THE ABOVE SKETCH.

KEVIN NAVAROLI, PLS
NO. 53503
DATE: 09-30-2016



LEGAL DESCRIPTION

35001 WOODWARD AVE
19-25-456-037
LOTS 1, 2 & 3, PART OF LOTS 4 & 5, AND ALSO PART OF A VACATED ALLEY OF ASSESSOR'S PLAT No.21, LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS, ALL DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 18 DEGREES 50 MINUTES 30 SECONDS WEST, 23.13 FEET FROM THE SOUTHEAST CORNER OF LOT 1; THENCE SOUTH 34 DEGREES 32 MINUTES 10 SECONDS WEST, 23.86 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 50 SECONDS WEST, 47.66 FEET; THENCE ALONG A CURVE TO THE LEFT 54.91 FEET, SAID CURVE HAVING A RADIUS OF 57 FEET, A LONG CHORD BEARING OF NORTH 64 DEGREES 29 MINUTES 25 SECONDS WEST, 52.81 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 10 SECONDS WEST, 135.76 FEET; THENCE 88 DEGREES 16 MINUTES 35 SECONDS EAST, 34.77 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 00 SECONDS EAST, 31 FEET; THENCE SOUTH 19 DEGREES 40 MINUTES 40 SECONDS EAST, 30.80 FEET; THENCE SOUTH 18 DEGREES 50 MINUTES 30 SECONDS EAST, 116.06 FEET TO THE POINT OF BEGINNING.

35075 WOODWARD AVE
19-25-456-014
LOT 40 OF ASSESSOR'S PLAT No.21 LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, EXCEPTING THE WEST 34 FEET AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS.

PO BOX 3001 BIRMINGHAM, MI 48012
19-25-456-043
PART OF LOTS 39 & 40 OF ASSESSOR'S PLAT No.21 LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS, BEGINNING AT A POINT DISTANT SOUTH 82 DEGREES 23 MINUTES 50 SECONDS WEST, 39.80 FEET FROM THE NORTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 04 DEGREES 11 MINUTES 54 SECONDS EAST, 66.88 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 29 SECONDS WEST, 26.62 FEET ALONG THE SOUTH LINE OF SAID LOT 40; THENCE ALONG THE EAST LINE OF PARK STREET ALONG A CURVE TO THE LEFT, 71.86 FEET, SAID CURVE HAVING A RADIUS OF 356 FEET, A LONG CHORD BEARING OF NORTH 22 DEGREES 04 MINUTES 01 SECONDS WEST, 71.74 FEET; THENCE NORTH 26 DEGREES 19 MINUTES 07 SECONDS EAST, 17.35 FEET; THENCE NORTH 82 DEGREES 23 MINUTES 50 SECONDS EAST, 39.86 FEET TO THE POINT OF BEGINNING.

TOPOGRAPHIC SURVEY NOTES

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.
UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES; AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.
THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.

LEGEND	
	EXISTING SANITARY SEWER
	EXISTING SAN. CLEAN OUT
	EXISTING WATER MAIN
	EXISTING STORM SEWER
	EX. R.Y. CATCH BASIN
	EXISTING BURIED CABLES
	OVERHEAD LINES
	LIGHT POLE
	SIGN
	EXISTING GAS MAIN

SEAL

PROJECT

35001 & 35075 Woodward

CLIENT

Biddison Architecture
320 Martin, Suite 10
Birmingham, MI 48009

Contact: Kevin Biddison
Ph: (248) 554-9500

PROJECT LOCATION

Part of Section 25
T. 2 North, R. 10 East
City of Birmingham,
Oakland County, Michigan

SHEET

Boundary / Topographic /
Tree Survey



REVISIONS

11-26-2018 Revised Per Client
12-31-2018 Revised Per Client
04-11-2019 Revised Per Client
05-10-2019 Revised Per City

DRAWN BY:

P. Williams

DESIGNED BY:

APPROVED BY:

K. Navaroli

DATE:

March 28, 2018

SCALE: 1" = 30'

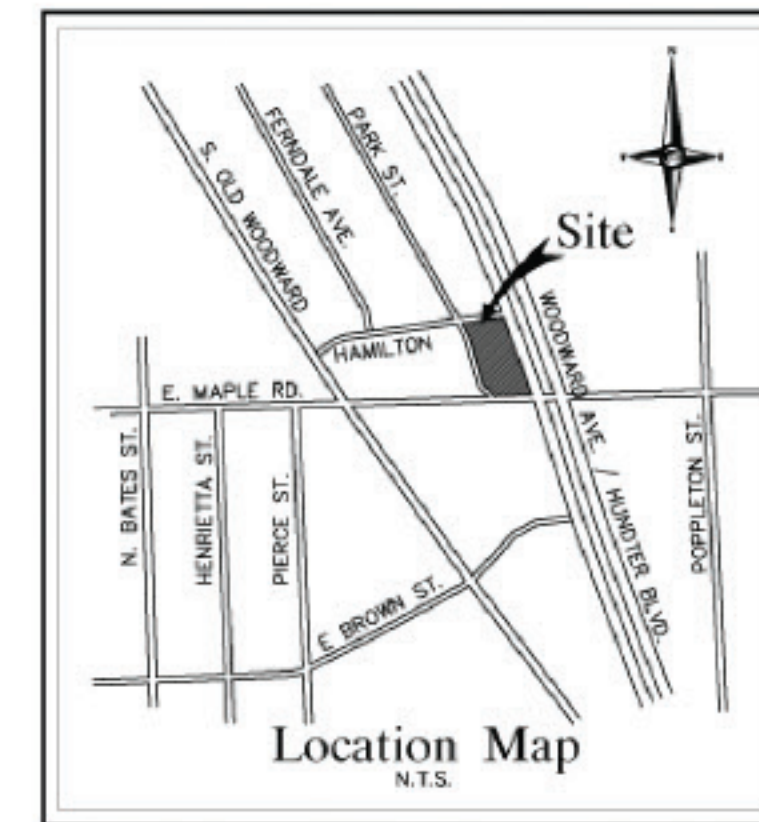
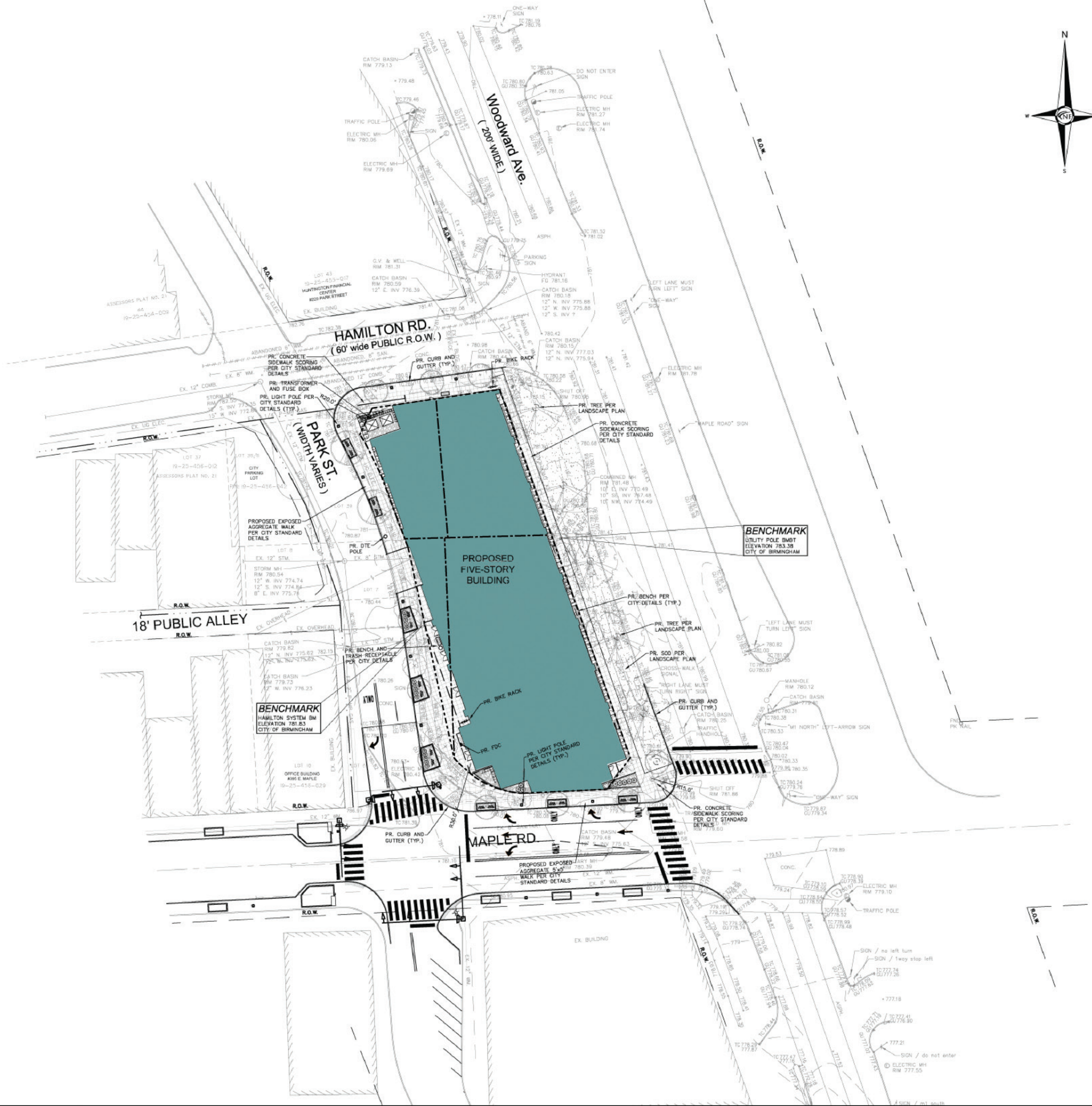
30 15 0 15 30 45

NFE JOB NO.

J398-01

SHEET NO.

SP-1



NF
ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX (248) 332-8257

SEAL



PROJECT
35001 & 35075 Woodward

CLIENT
Biddison Architecture
320 Martin, Suite 10
Birmingham, MI 48009

Contact: Kevin Biddison
Ph: (248) 554-9500

PROJECT LOCATION
Part of Section 25
T. 2 North, R. 10 East
City of Birmingham,
Oakland County, Michigan

SHEET
Preliminary Site Plan

06/14/21 REVISED PER CITY



Know what's below
Call before you dig.

REVISIONS

11-26-2018 Revised Per Client
12-31-2018 Revised Per Client
04-11-2019 Revised Per Client
05-10-2019 Revised Per City
11-19-2019 Revised Per Client
06-24-2021 Revised Per City

DRAWN BY:
A. Eizember

DESIGNED BY:
P. Williams

APPROVED BY:
P. Williams

DATE:
March 28, 2018

SCALE: 1" = 30'

NFE JOB NO. 398-01
SHEET NO. SP-2

PAVING LEGEND	
	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT

LEGEND	
	MANHOLE
	HYDRANT
	MANHOLE
	UTILITY POLE
	C.O.
	HYDRANT
	INLET
	PROPOSED LIGHT POLE
	TC 600.00
	GU 600.00
	TW 600.00
	FP 600.00
	FG 600.00
	EXISTING SANITARY SEWER
	SAN. CLEAN OUT
	EXISTING WATERMAIN
	EXISTING STORM SEWER
	EX. R. Y. CATCH BASIN
	EXISTING BURIED CABLES
	OVERHEAD LINES
	LIGHT POLE
	SIGN
	EXISTING GAS MAIN
	PR. SANITARY SEWER
	PR. WATER MAIN
	PR. STORM SEWER
	PR. R. Y. CATCH BASIN
	PROPOSED LIGHT POLE
	PR. TOP OF CURB ELEVATION
	PR. GUTTER ELEVATION
	PR. TOP OF WALK ELEVATION
	PR. TOP OF PVT. ELEVATION
	FINISH GRADE ELEVATION

Consultants

Project title

PROPOSED BUILDING FOR:
The Maple

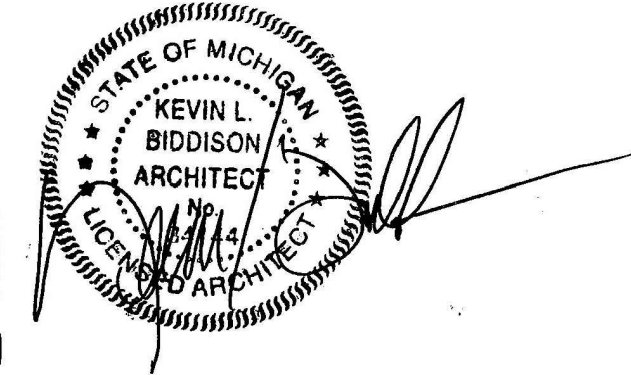
35001 and 35075 Woodward Ave.
Birmingham, Michigan

Issued dr/ch

FINAL REVIEW
SITE PLAN
06.14.21

Sheet title

ARCHITECTURAL
SITE PLAN

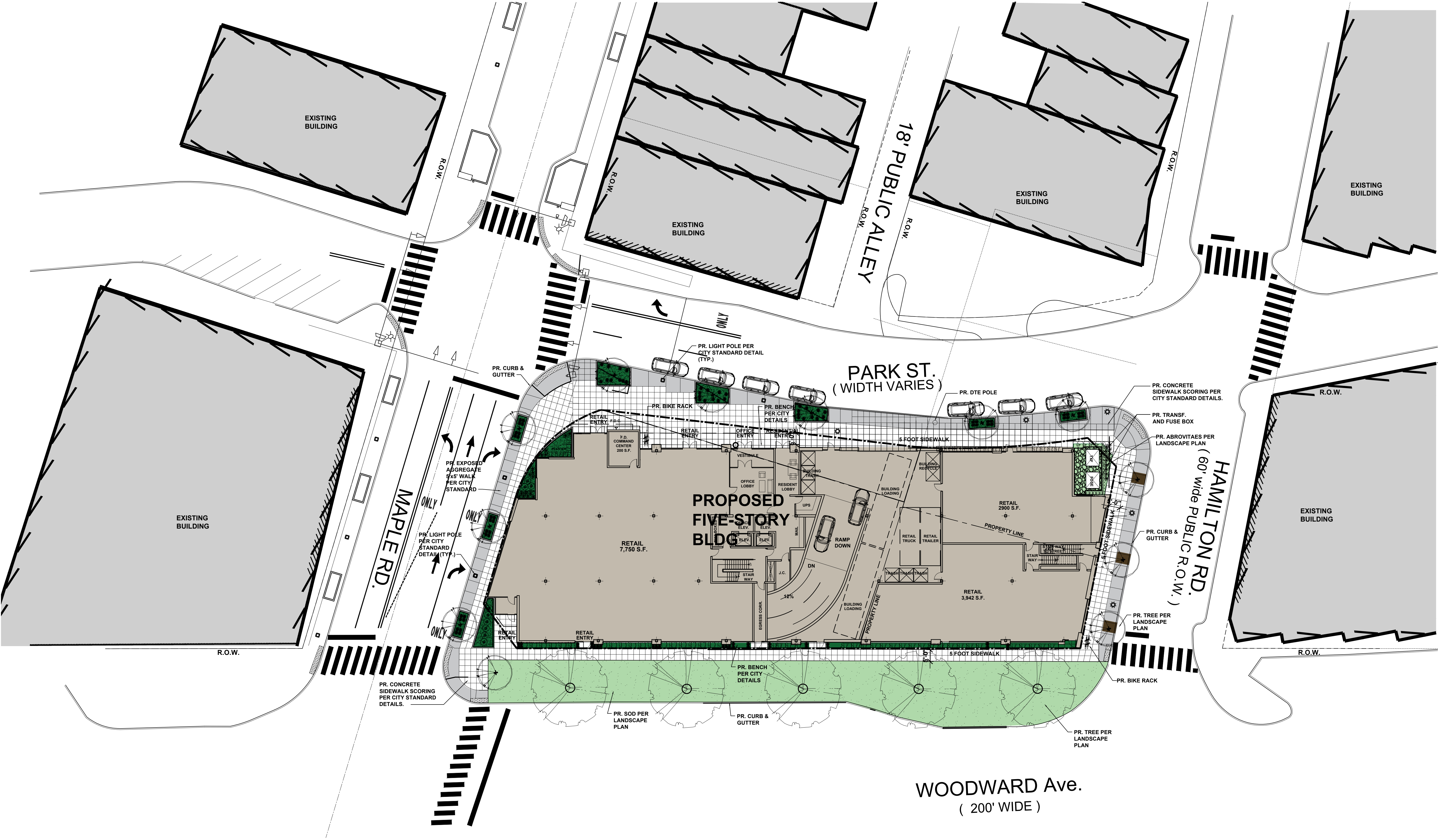


Project no.

1971.16

Sheet no.

SP.101



ARCHITECTURAL SITE PLAN
SCALE: 1"=20'-0"

Figure DD-4 — 90, 105, 115, 130 Ton Heating/Cooling and Cooling Only Rooftops²

Technical drawing of a rooftop unit showing dimensions and labels. The drawing includes the following dimensions and labels:

- Overall length: 35' 3 3/4"
- Overall width: 11' 11 5/8" OVER LIFTING LUGS
- Exhaust air outlet: 11' 8 3/8" OVER PANELS
- Outdoor air inlet: 6' 9 3/8"
- 1 3/8" DRAIN HOLE
- 1" gap
- 9' 4 7/8"
- 19' 4 1/2"
- 20 2 1/2"
- 1 1/4" CONDENSATE DRAIN (BOTH SIDES)
- LIFTING POINTS (6 REQ'D)
- 1 3/8" DIA. DRAIN HOLES (BOTH SIDES)
- 3' 3/8"
- 11' 8 1/16"
- 6' 7 3/8"
- 6' 1 5/8"



SCALE: N.T.S.



SCALE: N.T.S.



SCALE: N.T.S.



SCALE: N.T.S.



GENERAL NOTES:

1. CABLE OPENING IN SLAB SHALL BE AS REQUIRED BY THE ACTUAL TRANSFORMERS PROVIDED FOR THE PROJECT.
2. PRIMARY CONDUIT MUST BE POSITIONED AT THE FRONT OF THE PRIMARY WINDOW AS SHOWN.
3. SECONDARY CONDUITS ARE LIMITED TO ONE PER SERVICE RACK AND MUST BE INSTALLED WITHIN THE SERVICE RACK.
4. IF CONDUCTORS ARE NOT PULLED IN ALL SECONDARY SERVICE CONDUITS, THE UNUSED CONDUIT SHOULD BE AT THE FRONT POSITION.
5. SWEETS MUST BE 4" WITH A MINIMUM 36" RADIUS BENDS.
6. CONCRETE MIX, 6 BAGS OF CEMENT PER YARD.
7. MAINTAIN CONCRETE COVER CLEARANCE BETWEEN REINFORCEMENT ROODS AND SURFACES AS SHOWN.
8. CONDUIT SIZES AND PAD SELECTION ON SECONDARY METERED INSTALLATIONS WILL BE DETERMINED BY THE DETROIT EDITION PLANNER.

TRANSFORMER CONC. PAD & GROUNDING DETAILS

N.T.S



SCALE: 1/4"=1'-0"



SEAL



PROJECT
35001 & 35075 Woodward

CLIENT
Biddison Architecture
320 Martin, Suite 10
Birmingham, MI 48009

Contact: Kevin Biddison
Ph: (248) 554-9500

PROJECT LOCATION
Part of Section 25
T. 2 North, R. 10 East
City of Birmingham,
Oakland County, Michigan

SHEET
Landscape Plan



REVISIONS
12/28/18 REVISED PER CITY REVIEW
02/20/19 REVISED PER CITY
04/11/19 REVISED PER ARCHITECT
05/10/19 REVISED PER CITY
06/14/21 REVISED PER CITY

DRAWN BY:
G. Ostrowski
DESIGNED BY:
G. Ostrowski
APPROVED BY:
G. Ostrowski

DATE
November 26, 2018

SCALE: 1" = 20'

NFE JOB NO. 398-01
SHEET NO. 11

PLANT SCHEDULE

KEY	QTY	BOTANICAL/COMMON NAME	SIZE	SPACING	ROOT	COMMENT
TREES						
AR	10	Acer rubrum 'Bowhall' Bowhall Red Maple	3" CAL	40' OC	8.8	FULLY BRANCHED HEADS
GT	5	Gleditsia triacanthos 'Skyline' Skyline Honey Locust	3" CAL	SEE PLAN	8.8	FULLY BRANCHED HEADS
SHRUBS						
BX	80	Buxus 'Winter Gem' Winter Gem Boxwood	30" HT	30" OC	8.8	MAINTAIN AS HEDGE
DG	69	Deutzia gracilis 'Nikko' Dwarf Slender Deutzia	2 GAL	18" OC	CON	
JS	12	Juniperus scopulorum 'Grey Glean' Grey Glean Juniper	5" HT	2' OC	8.8	
TE	36	Taxus x m. 'Everlow' Everlow Yew	18" HT	24" OC	8.8	MAINTAIN AS HEDGE
TO	4	Thuja occidentalis 'Smaragd' Emerald Green Arborvitae	6" HT	42" OC	8.8	
GROUNDCOVERS/PERENNIALS						
CA	9	Calamagrostis a. 'Karl Foerster' Karl Foerster Feather Reed Grass	3 GAL	30" OC	CON	
HS	29	Hemerocallis 'Stella D'Oro' Stella D'Oro Daylily	2 GAL	24" OC	CON	
LS	656	Litopha spicata Cresting Larkspur	1 GAL	12" OC	CON	TRIANGULAR SPACING

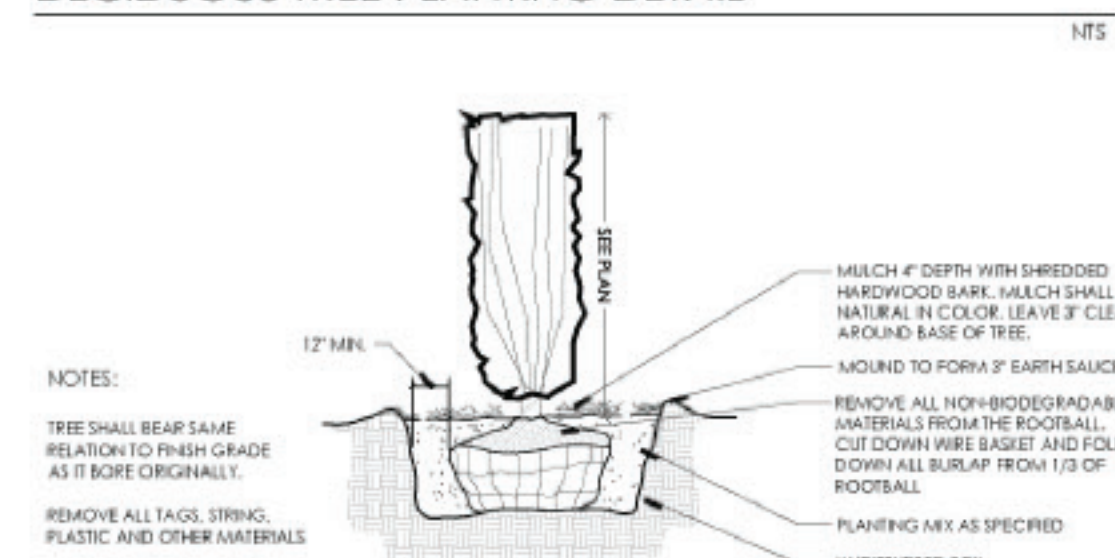
GENERAL LANDSCAPE NOTES

- LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING CONDITIONS AND REVIEW PROPOSED PLANNING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, THE PLAN SHALL GOVERN. QUANTITIES SHALL BE VERIFIED BY THE LANDSCAPE ARCHITECT WITH ANY CONCURRENCE.
- THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON-SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION OR HILARY PHASE OF WORK. ANY DAMAGE OR INTERUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES, AND SHALL REPORT ANY UNACCEPTABLE SITE CONDITIONS TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT.
- PLANTS SHALL BE FULLY BRANCHED, AND IN HEALTHY VIGOROUS GROWING CONDITION.
- PLANTS SHALL BE WATERED BEFORE AND AFTER PLANTING IS COMPLETE.
- ALL TREES MUST BE STAKED, FERTILIZED AND MULCHED AND SHALL BE GUARANTEED TO EXHIBIT A NORMAL GROWTH CYCLE FOR AT LEAST ONE (1) YEAR FOLLOWING PLANTING.
- ALL MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED IN THE MOST RECENT EDITION OF THE "AMERICAN STANDARDS FOR NURSERY STOCK."
- CONTRACTOR WILL SUPPLY FINISHED GRADE AND DRAINAGE AS NECESSARY TO SUPPLY PLANT MIX DEPTH IN ALL PLANTING BEDS AS INDICATED IN PLANT DETAILS AND A DEPTH OF 4" IN ALL LAWN AREAS.
- PROVIDE CLEAN BACKFILL SOIL, USING MATERIAL STOCKPILED ON-SITE. SOIL SHALL BE SCREENED AND FREE OF DEBRIS, FOREIGN MATERIAL, AND STONE. SLOW-RELEASE FERTILIZER SHALL BE ADDED TO THE PLANT MIX BEFORE BEING BACKFILLED. APPLICATION SHALL BE AT THE MANUFACTURER'S RECOMMENDED RATES.
- AMENDED PLANT MIX (PREPARED TOPSOIL) SHALL CONSIST OF 1/3 SCREENED TOPSOIL, 1/3 SAND, AND 1/3 "SANDY DOG" COMPOST, MIXED WELL AND SPREAD TO A DEPTH AS INDICATED IN PLANT DETAILS.
- ALL PLANTINGS SHALL BE MULCHED WITH SHREDDED HARDWOOD BARK, SPREAD TO A DEPTH OF 3" FOR TREES AND SHRUBS, AND 2" ON ANNUALS, PERENNIALS, AND GROUNDCOVER PLANTINGS. MULCH SHALL BE FREE FROM DEBRIS AND FOREIGN MATERIAL, AND PRECISELY CONSISTENT SIZE.
- NO SUBSTITUTIONS OR CHANGES OF LOCATION, OR PLANT TYPE SHALL BE MADE WITHOUT THE APPROVAL OF THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE. THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS PRIOR TO INSTALLATION.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANT MATERIAL IN A VERTICAL CONDITION THROUGHOUT THE GUARANTEED PERIOD. THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL HAVE THE RIGHT TO REJECT ANY WORK OR MATERIAL THAT DOES NOT MEET THE REQUIREMENTS OF THE PLANS AND/OR SPECIFICATIONS.
- THE LANDSCAPE CONTRACTOR SHALL SEED AND MULCH OR SOD (AS INDICATED ON PLANS) ALL AREAS DESIGNATED AS SUCH ON THE PLANS, THROUGHOUT THE CONTRACT LIMITS. FURTHER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING AREAS DISTURBED DURING CONSTRUCTION, NOT IN THE CONTRACT LIMITS, TO EQUAL OR GREATER CONDITION.
- ALL LANDSCAPE AREAS SHALL HAVE PROPER DRAINAGE THAT PREVENTS EXCESSIVE WATER FROM PONDING ON LAWN AREAS OR AROUND TREES AND SHRUBS.
- ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND SYSTEM.

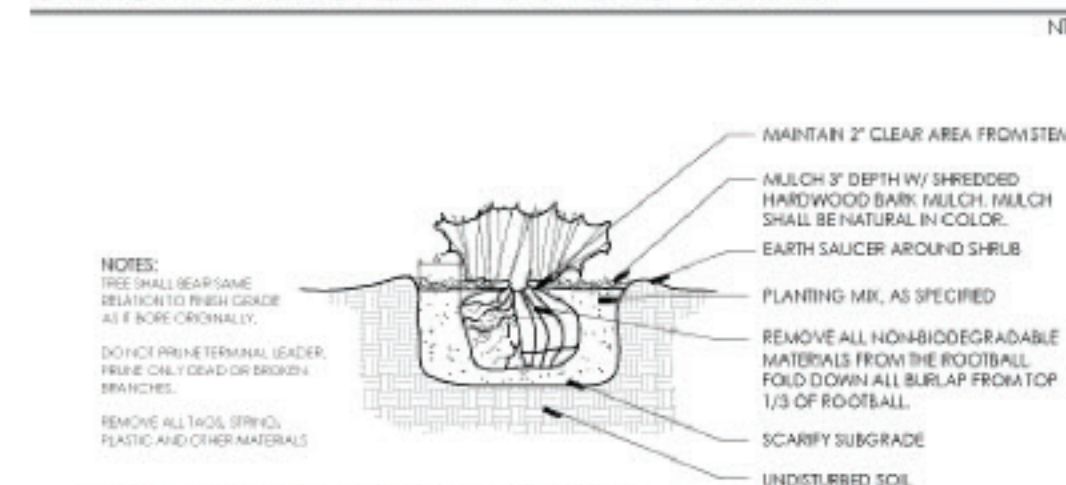
NOTE:
CUT DECIDUOUS TREES ABOVE 3" CALIPER, STAKE TREES BELOW 3" CALIPER.
STAKE TREES JUST BELOW FIRST BRANCH USING 2" WIDE WHITE NYLON OR PLASTIC STRIPS. CONNECT FROM TREE TO STAKE OPPOSITE. ALLOW FOR SOME FLEETING. REMOVE AFTER ONE (1) YEAR.

NOTES:
TREE SHALL BEAR SAME RELATION TO FINISH GRADE AS IT BORE ORIGINALLY OR SLIGHTLY HIGHER THAN FINISH GRADE UP TO 4" ABOVE GRADE, IF DIRECTED BY LANDSCAPE ARCHITECT FOR HEAVY CLAY SOILS.
DO NOT PRUNE TRUNK LEADER, PRUNE ONLY DEAD OR BROKEN BRANCHES.
REMOVE ALL TAGS, STRING, PLASTIC AND OTHER MATERIALS.

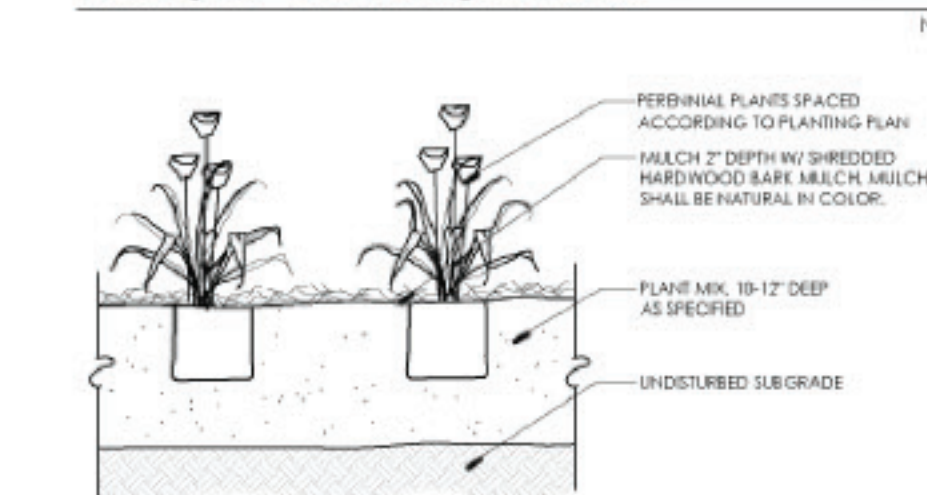
DECIDUOUS TREE PLANTING DETAIL



UPRIGHT EVERGREEN PLANTING DETAIL



HEDGE PLANTING DETAIL

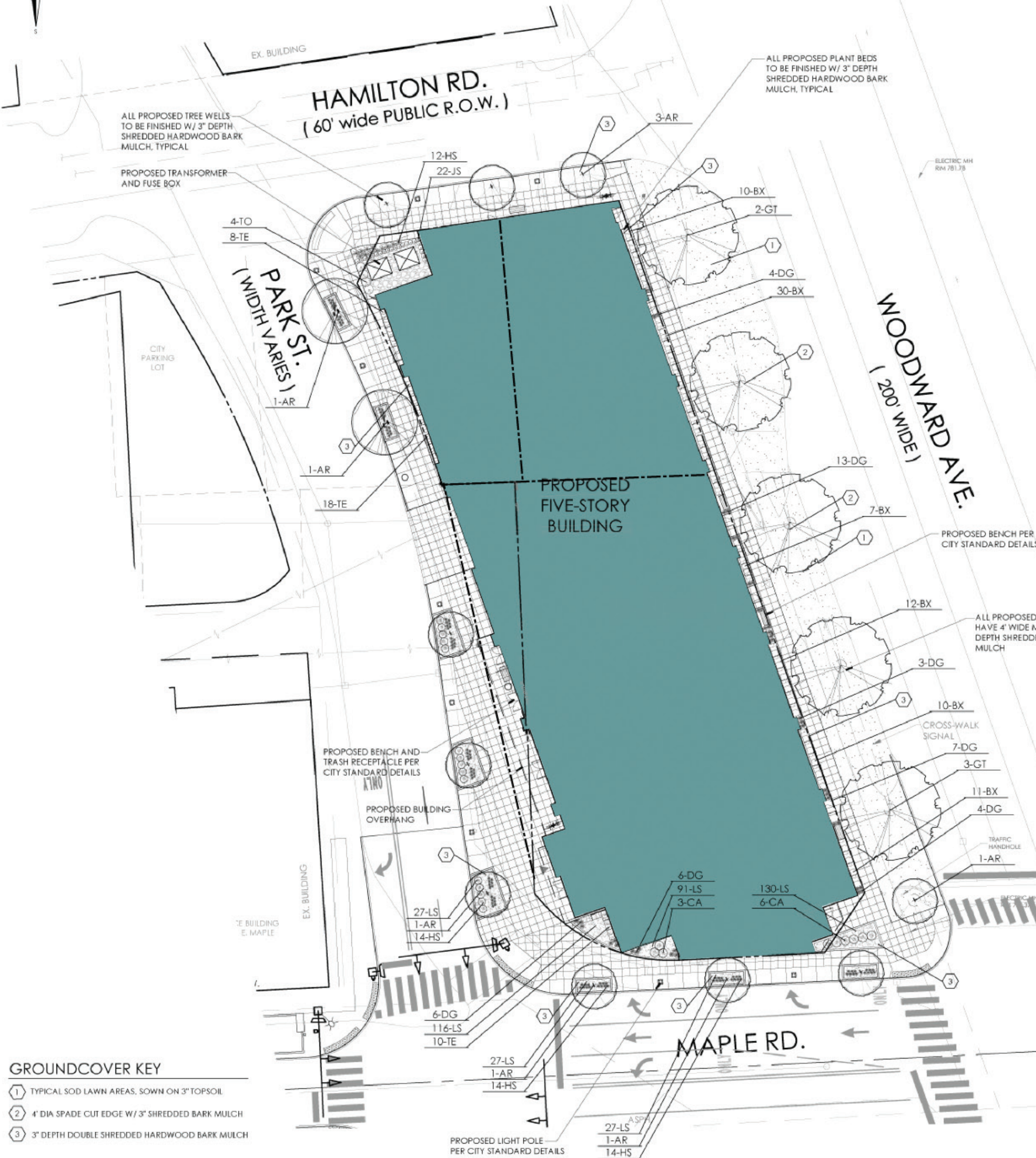


PERENNIAL PLANTING DETAIL



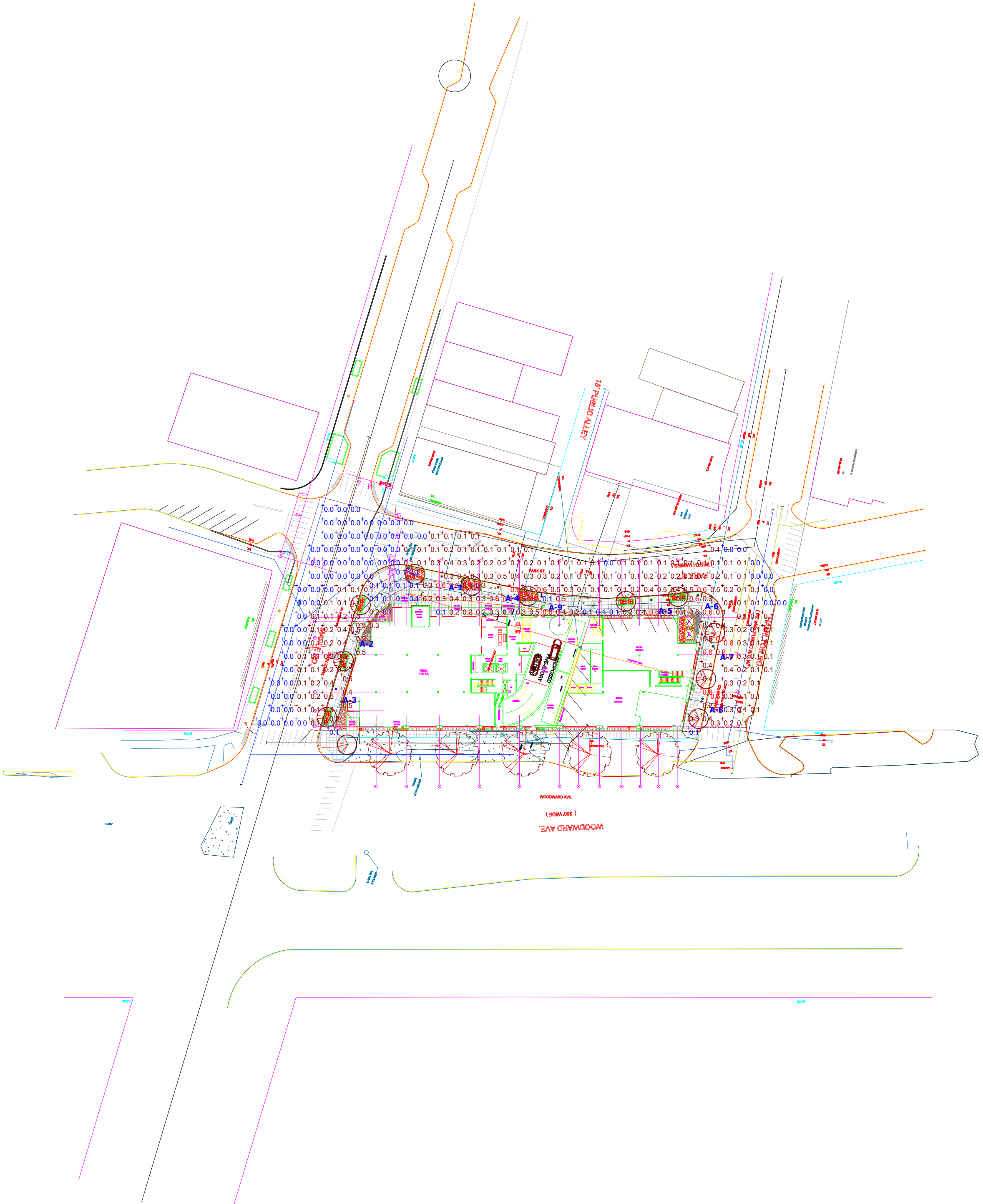
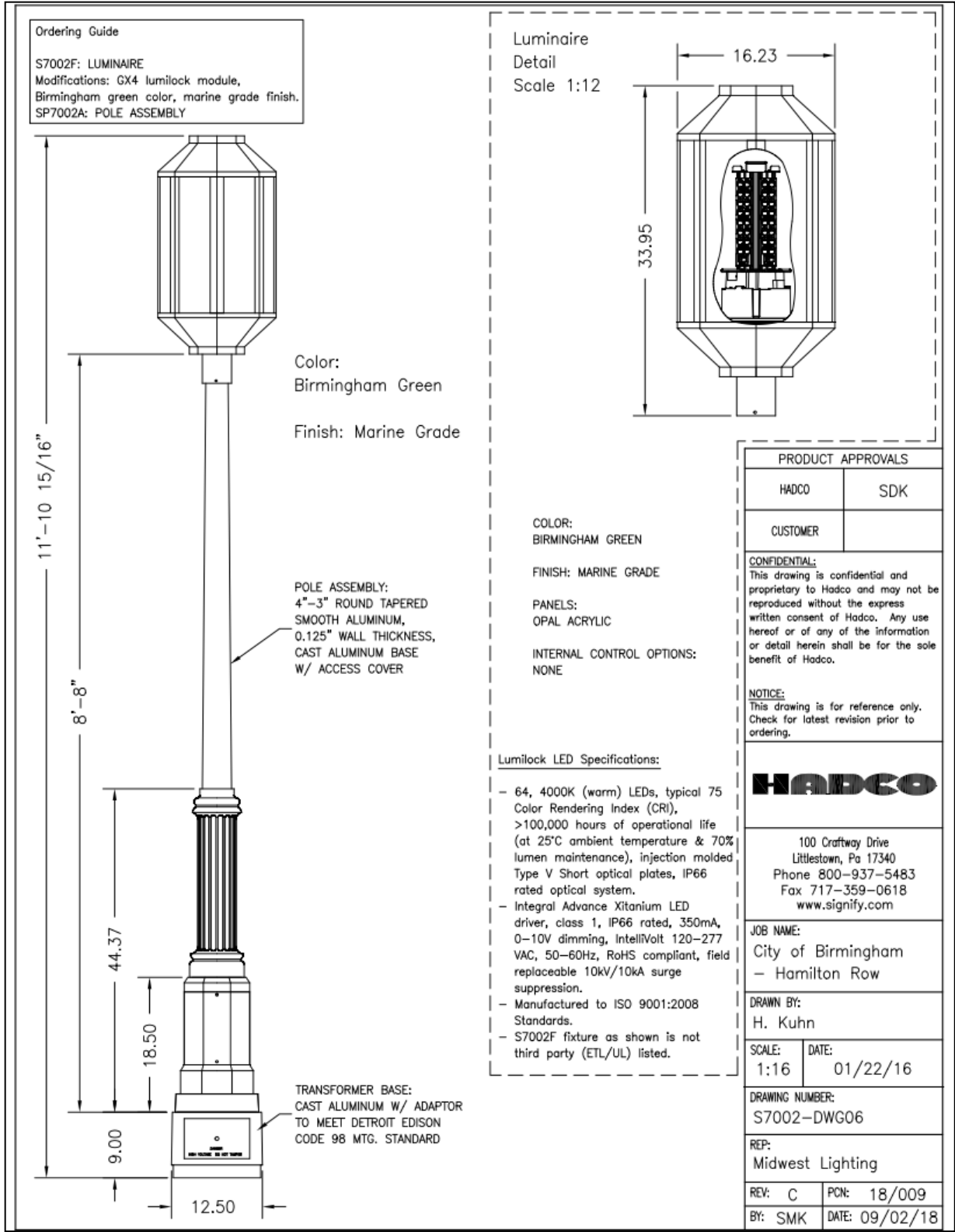
GENERAL SOD NOTE:

ALL LAWN AREAS DESIGNATED TO BE SODDED, SHALL BE SODDED WITH A BLENDED DURABLE BLUEGRASS SOD, TYPICALLY GROWN IN THE REGION. ALL TURF SHALL BE PLACED ON A MINIMUM 3" PREPARED TOPSOIL, AND WATERED DAILY UNTIL ESTABLISHMENT. IN AREAS SUBJECT TO EROSION, SODDED LAWN SHALL BE STABILIZED WHERE NECESSARY, AND LAID PERPENDICULAR TO SLOPES. SOD INSTALLATION SHALL OCCUR ONLY:
SPRING: APRIL 1 TO JUNE 1
FALL: AUGUST 15 TO OCTOBER 15

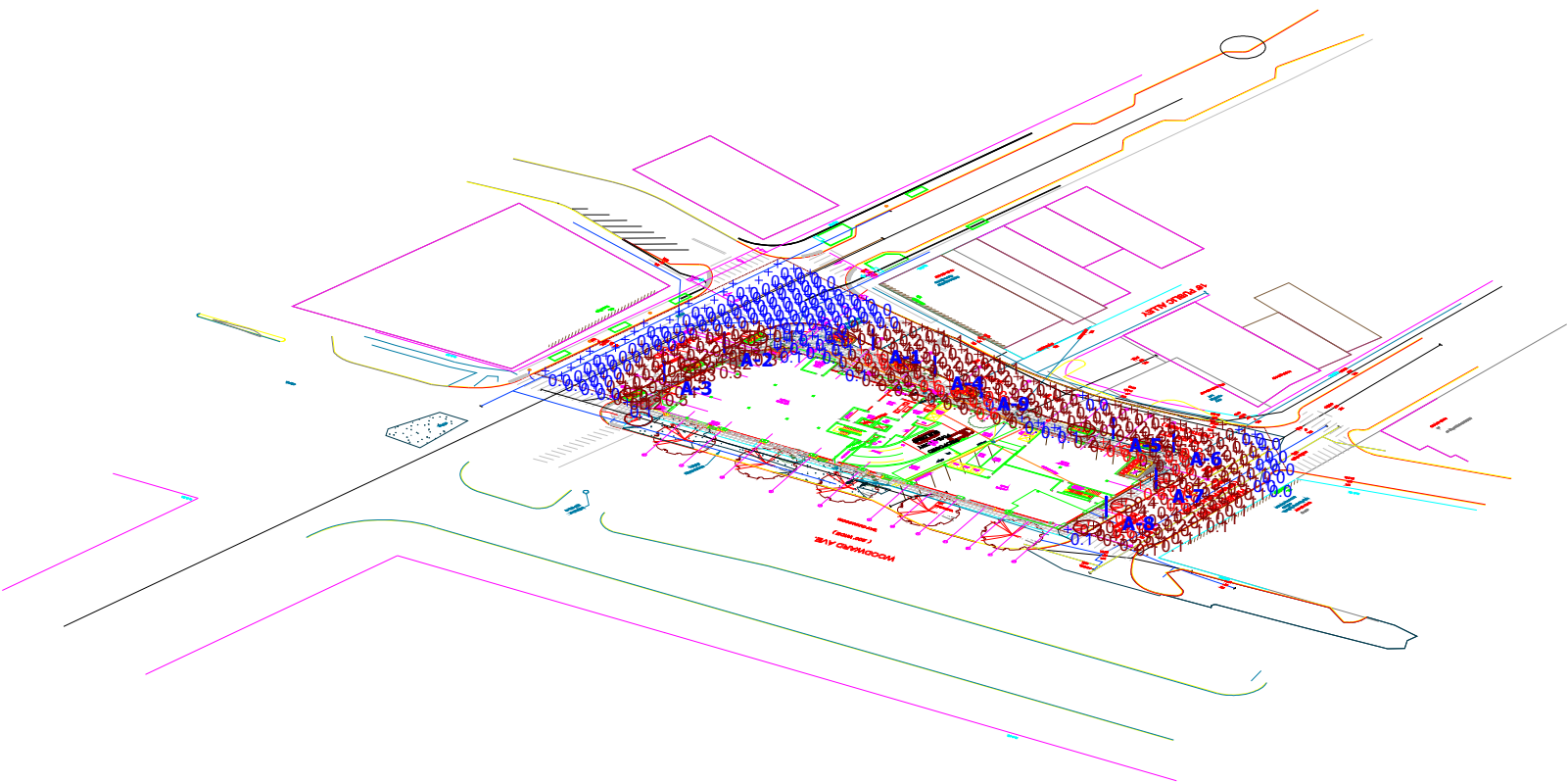


GROUND COVER KEY

- 1 TYPICAL SOD LAWN AREAS, SOWN ON 3" TOPSOIL
- 2 4" DIA SPADE CUT EDGE W/ 3" SHREDDED BARK MULCH
- 3 3" DEPTH DOUBLE SHREDDED HARDWOOD BARK MULCH



Plan View
Scale - 1" = 60ft



South East View

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
ROADWAY	+	0.1 fc	0.6 fc	0.0 fc	N/A	N/A
SIDEWALK	+	0.3 fc	0.6 fc	0.1 fc	6.0:1	3.0:1

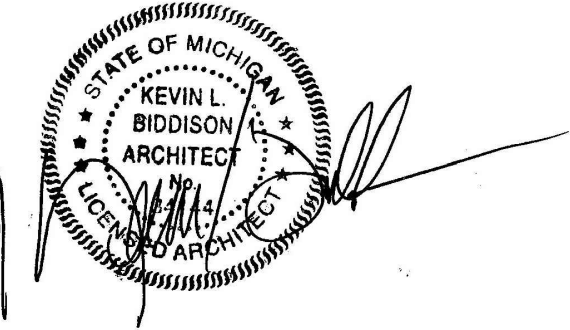
Schedule																
Symbol	Label	Image	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens per Lamp	Lumen Multiplier	LLF	Wattage	Efficiency	Distribution	Notes
	A		9	SIGNIFY	S7002F-Z5SNNN64A3NNNNA	V4601 mod GX4, LUMINAIRE MOUNTED AT 10'-6"	GX4, LUMINAIRE OUTPUT: 2358 Lms.	1	LRPL1333_S7002F-Z5SNNN64A3NNNNA.IES	2364	1	0.9	68.6	100%		

PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

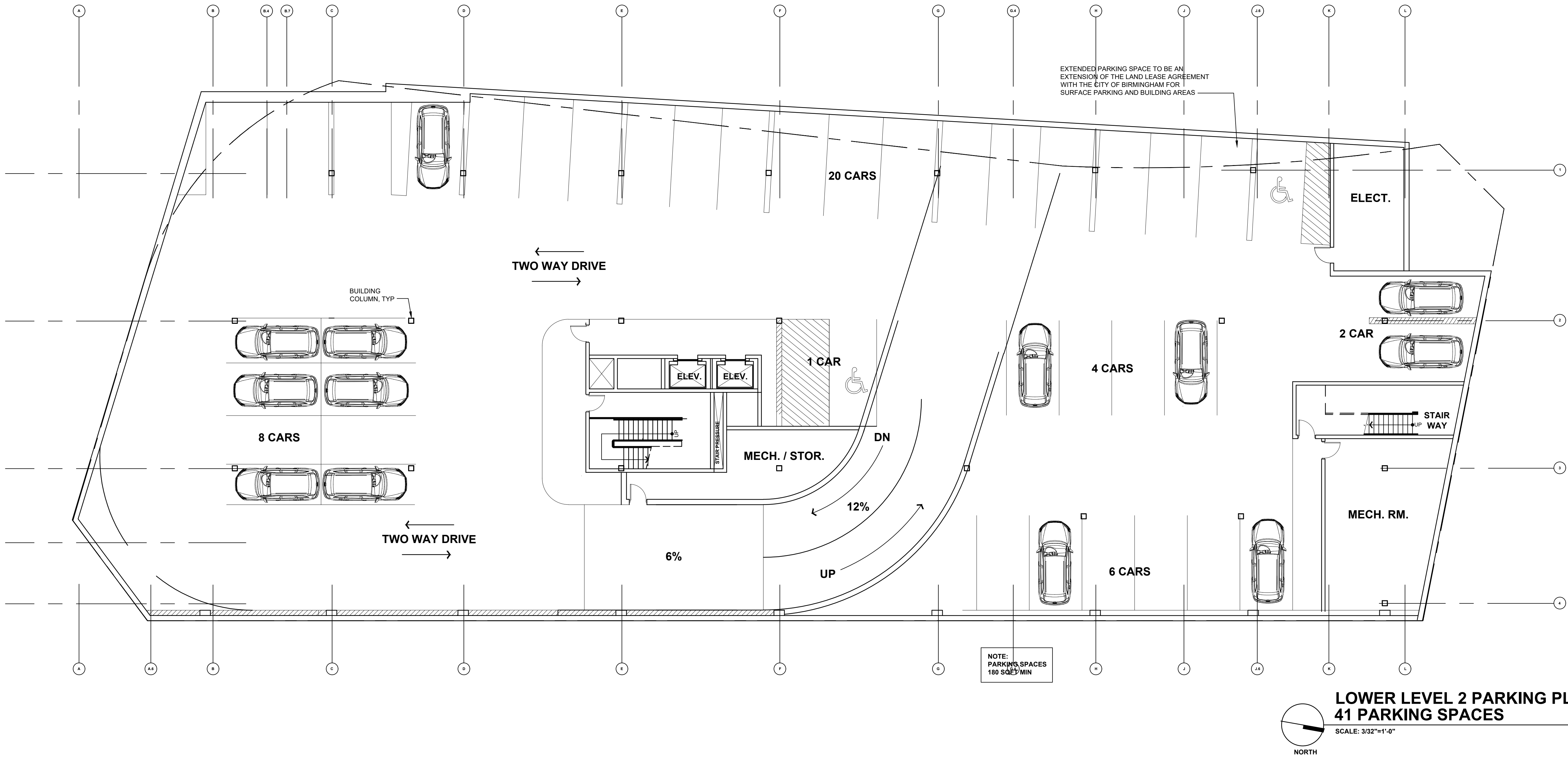
SITE PLAN REVIEW	11.26.18
SITE PLAN REVIEW	05.13.19
SITE PLAN REVIEW	10.18.19
SITE PLAN REVIEW	11.22.19
SITE PLAN REVIEW	01.02.20
SITE PLAN REVIEW	01.02.20
SITE PLAN REVIEW	02.14.20
SITE PLAN REVIEW	05.04.20
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SITE PLAN APPROVAL	10.22.20
FINAL REVIEW	
SITE PLAN	06.14.21

**LOWER LEVEL 2
PARKING PLAN**

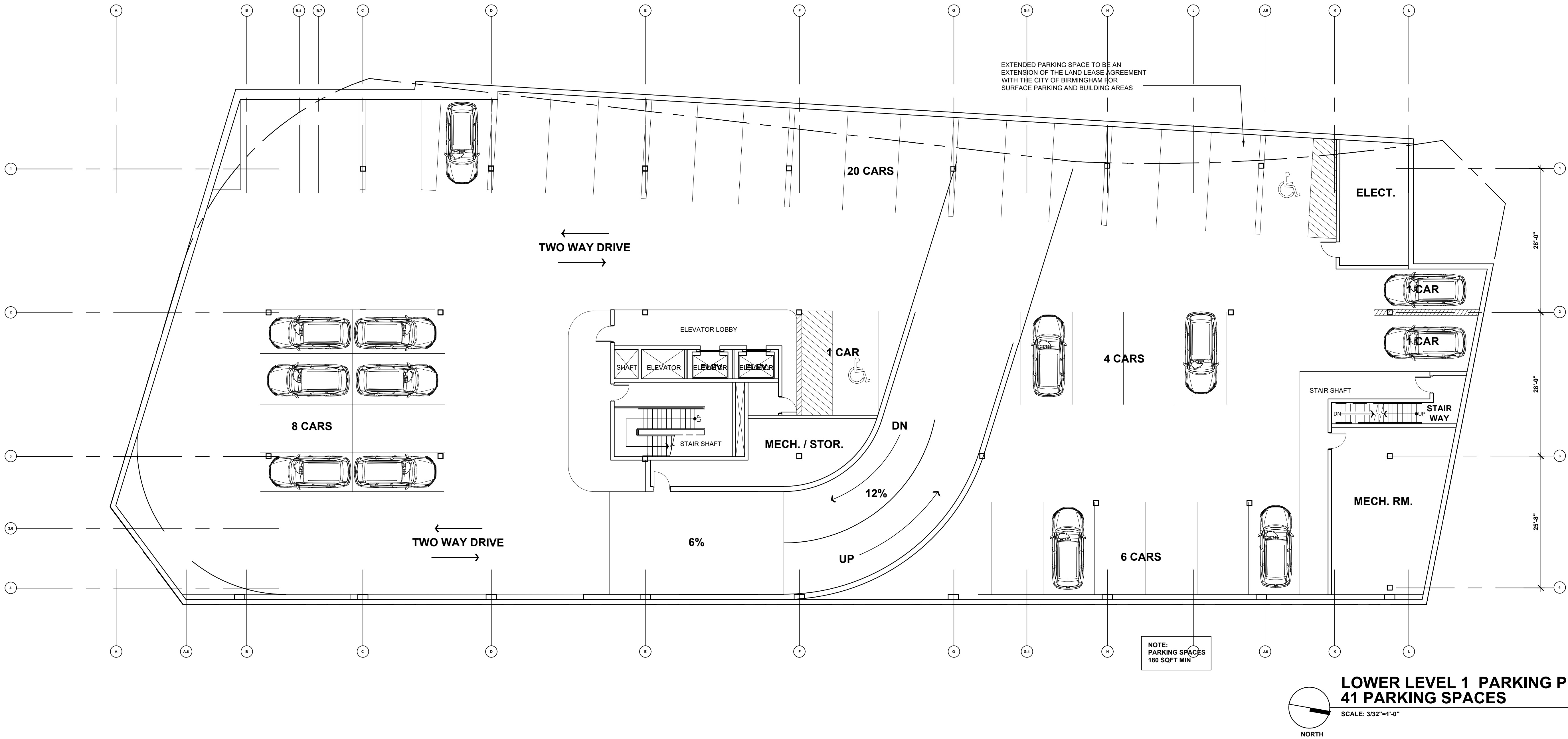
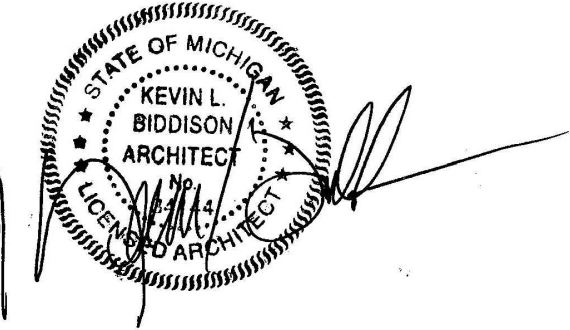


1971.16

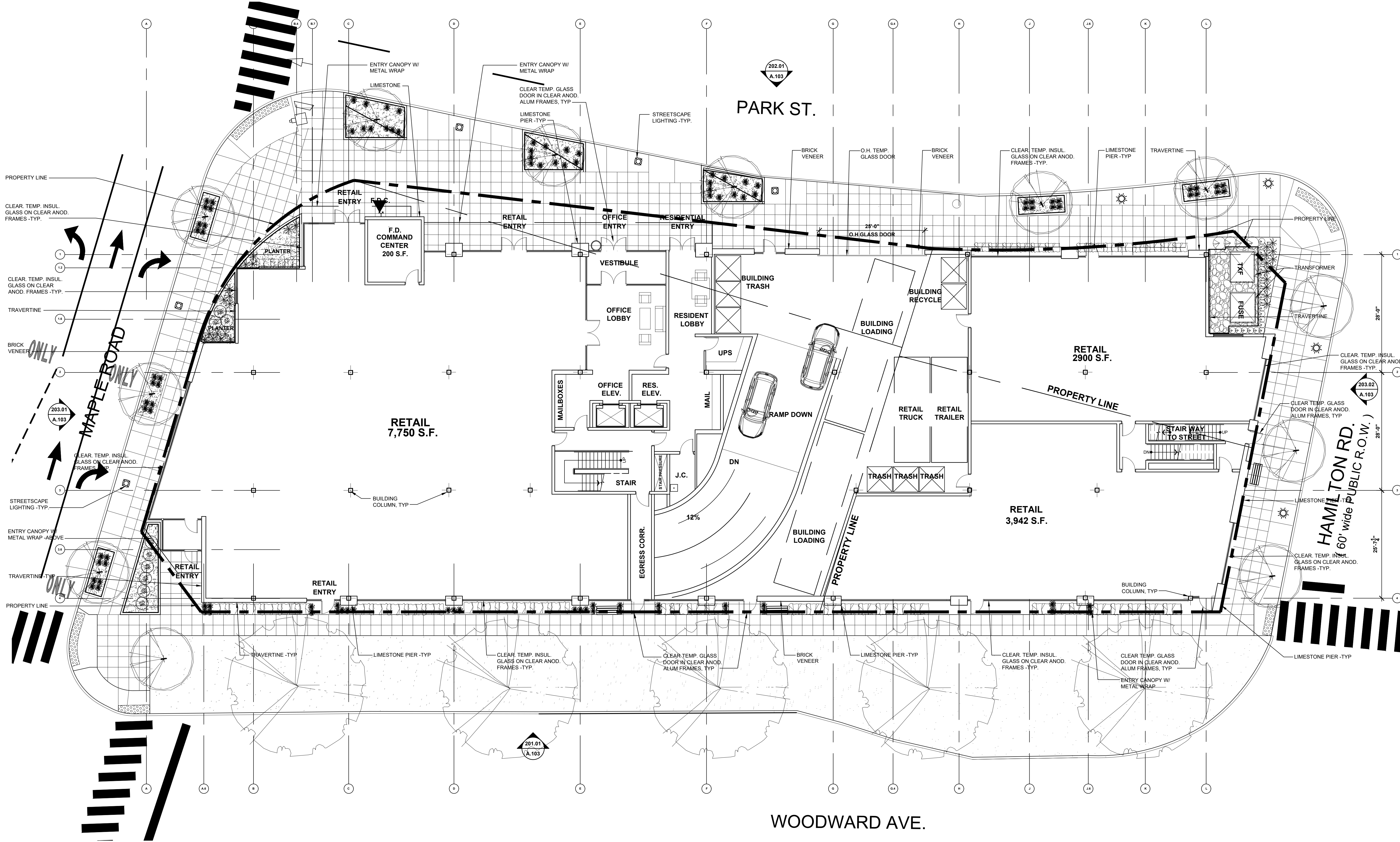
LL.101



SITE PLAN REVIEW	11.26.18
SITE PLAN REVIEW	05.13.19
SITE PLAN REVIEW	10.18.19
SITE PLAN REVIEW	11.22.19
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SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL	10.22.20
FINAL REVIEW	
SITE PLAN	06.14.21



Consultants



Project title

PROPOSED BUILDING FOR:
The Maple

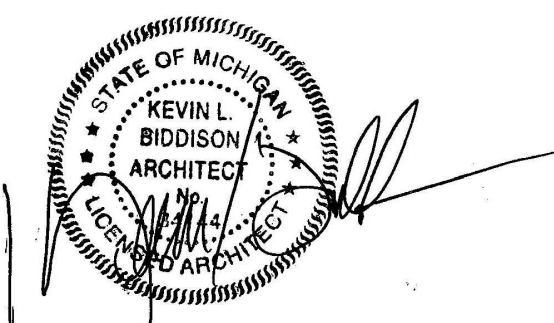
35001 and 35075 Woodward Ave.
Birmingham, Michigan

Issued dr/ch

SITE PLAN REVIEW	11.26.18
SITE PLAN REVISION	01.02.19
SITE PLAN REVISION	02.20.19
SITE PLAN REVIEW	05.13.19
SITE PLAN REVIEW	10.18.19
SITE PLAN REVIEW	11.22.19
SITE PLAN REVIEW	01.02.20
SITE PLAN REVIEW	02.14.20
SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL	10.22.20
FINAL REVIEW	
SITE PLAN	06.14.21

Sheet title

**FIRST
FLOOR PLAN**



Project no.

1971.16

Sheet no.

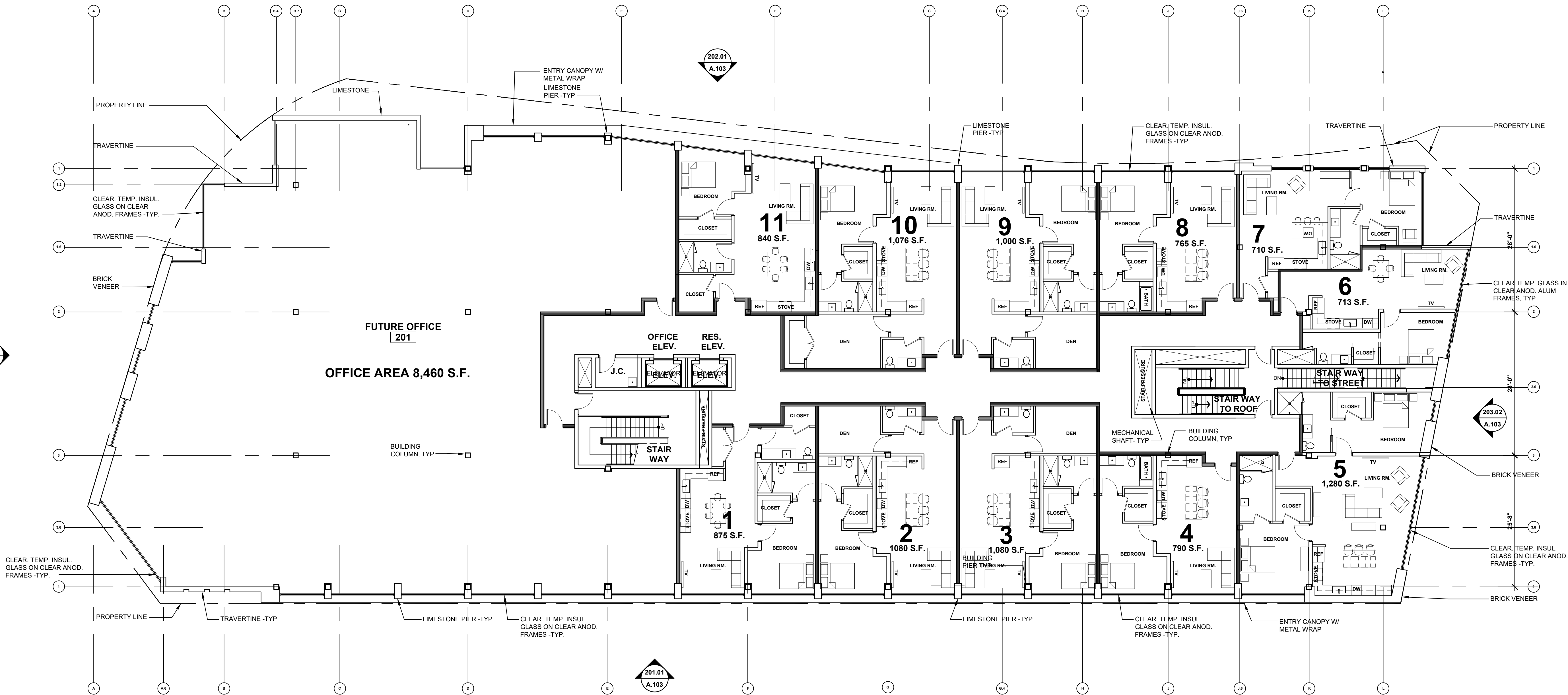
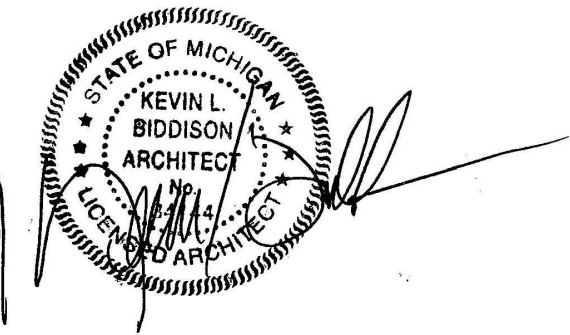
A.101



FIRST FLOOR PLAN

SCALE: 3/32"=1'-0"

SITE PLAN REVIEW	11.26.18
SITE PLAN REVISION	01.02.19
SITE PLAN REVISION	02.20.19
SITE PLAN REVIEW	05.13.19
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SITE PLAN REVIEW	02.14.20
SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL	10.22.20
FINAL REVIEW	
SITE PLAN	06.14.21



OFFICE USE
SECOND FLOOR PLAN

SCALE: 3/32"=1'-0"

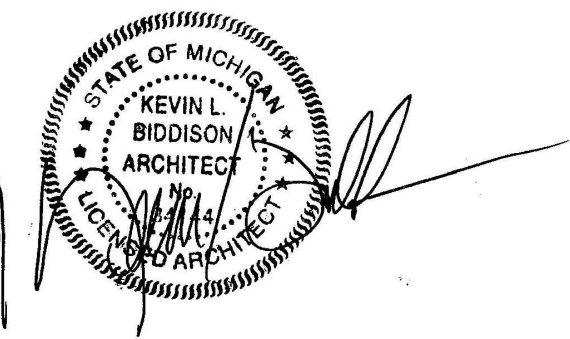
NORTH

PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

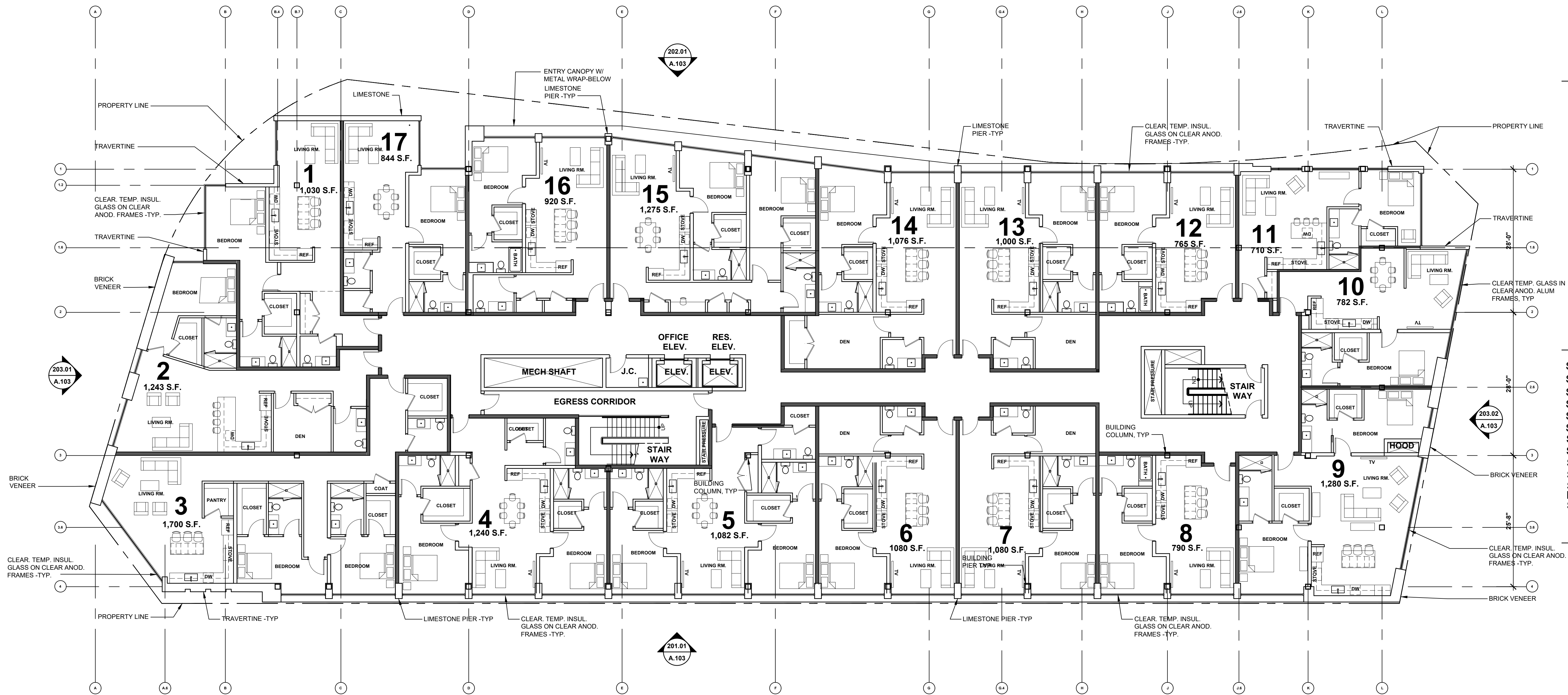
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SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL	10.22.20
FINAL REVIEW	
SITE PLAN	06.14.21

**THIRD
FLOOR PLAN**



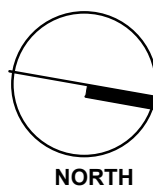
1971.16

A.103

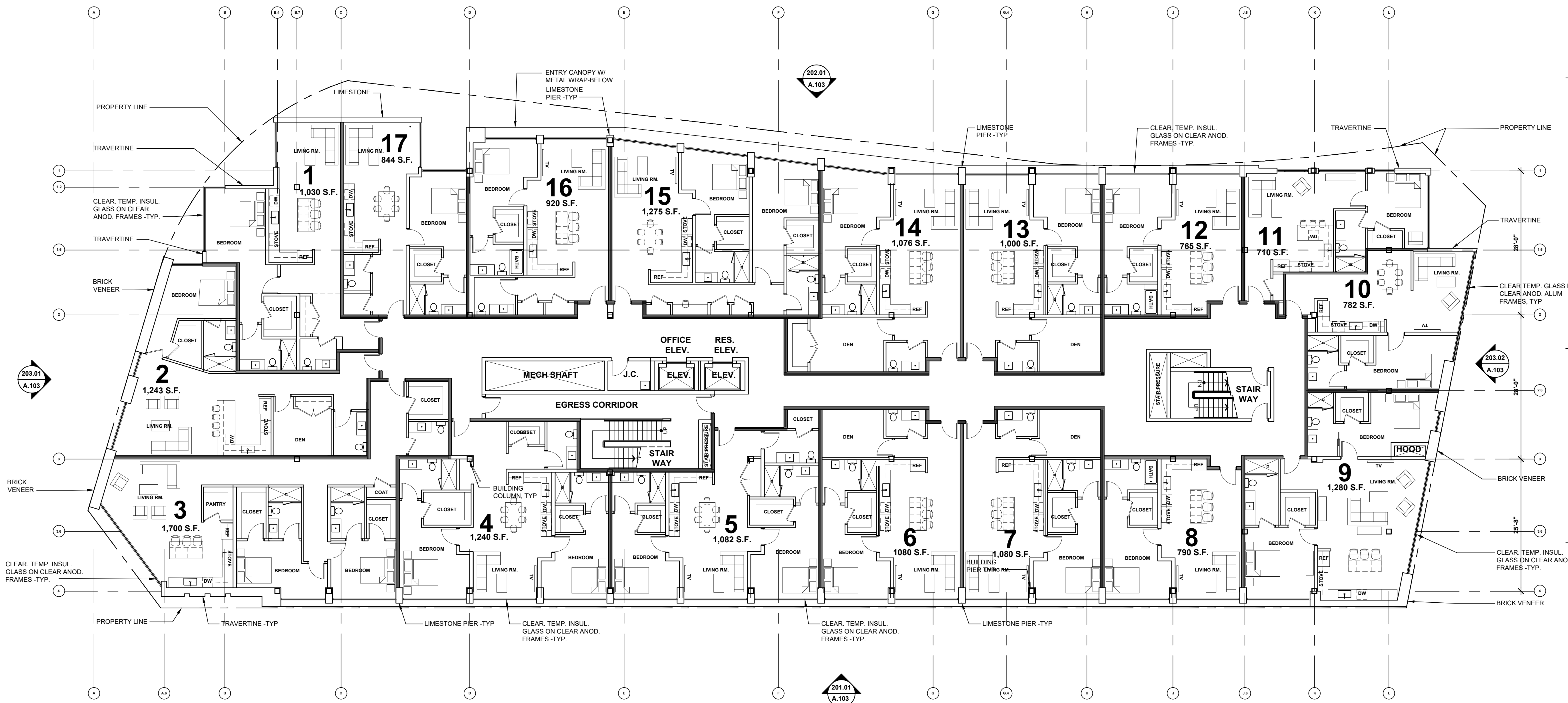
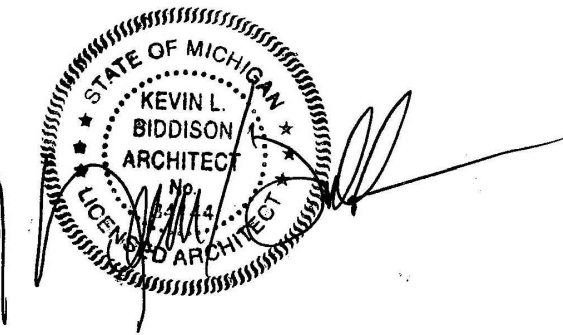


**RESIDENTIAL USE
THIRD FLOOR PLAN**

SCALE: 3/32"=1'-0"



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SITE PLAN REVIEW	05.13.19
SITE PLAN REVIEW	10.18.19
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FINAL REVIEW	
SITE PLAN	06.14.21



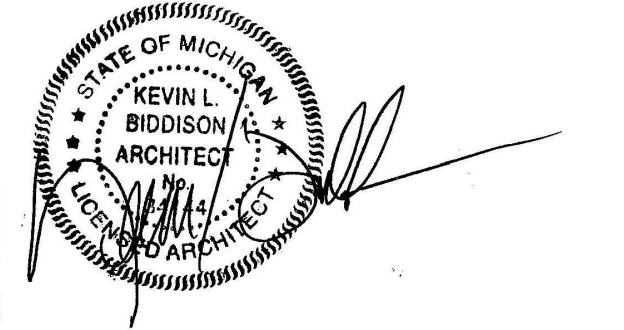
RESIDENTIAL USE
FOURTH FLOOR PLAN
SCALE: 3/32"=1'-0"

PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

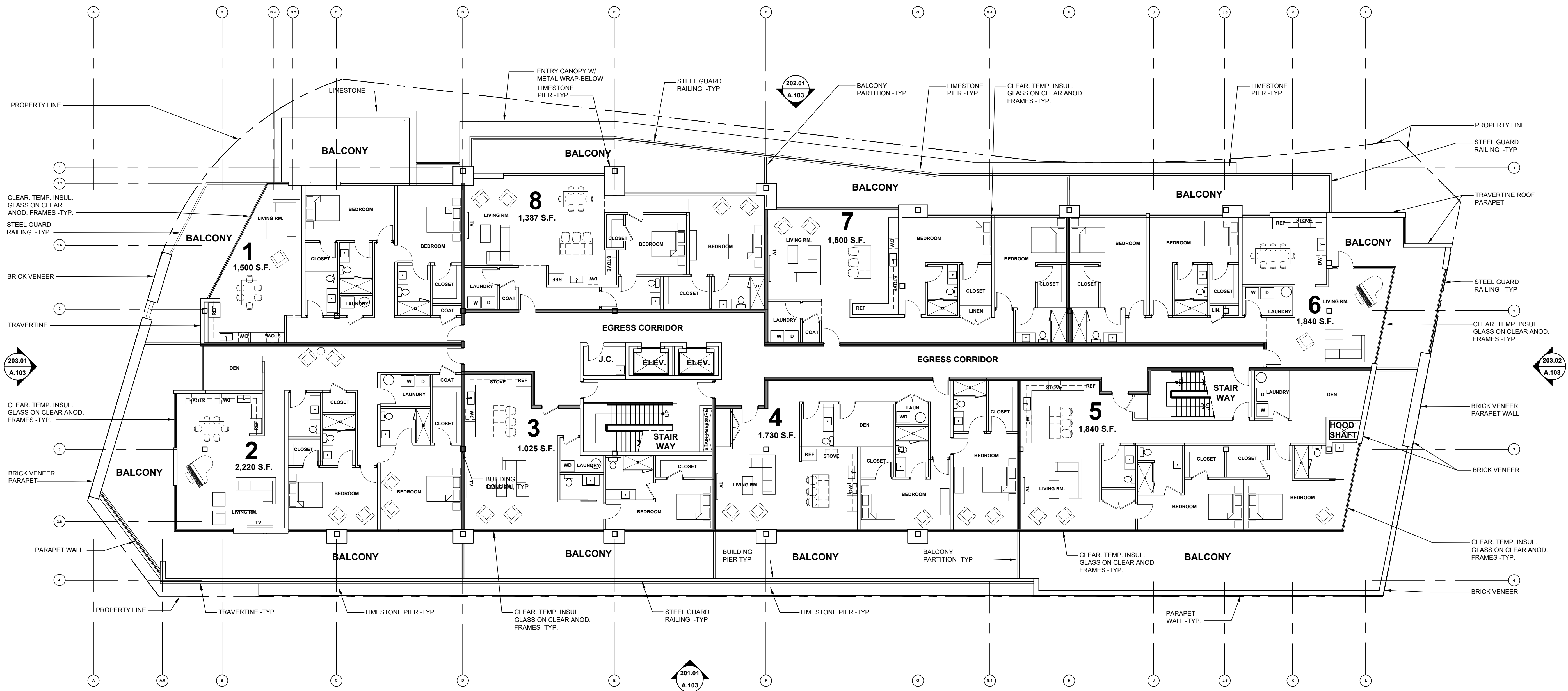
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SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL	10.22.20
FINAL REVIEW	
SITE PLAN	06.14.21

**FIFTH
FLOOR PLAN**



1971.16

A.105



**RESIDENTIAL USE
FIFTH FLOOR PLAN**
SCALE: 3/32"=1'-0"
NORTH

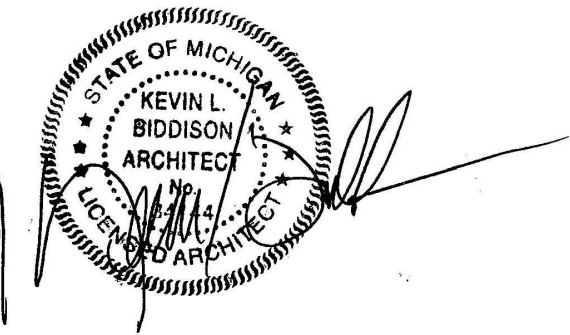
PROPOSED BUILDING FOR:

The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

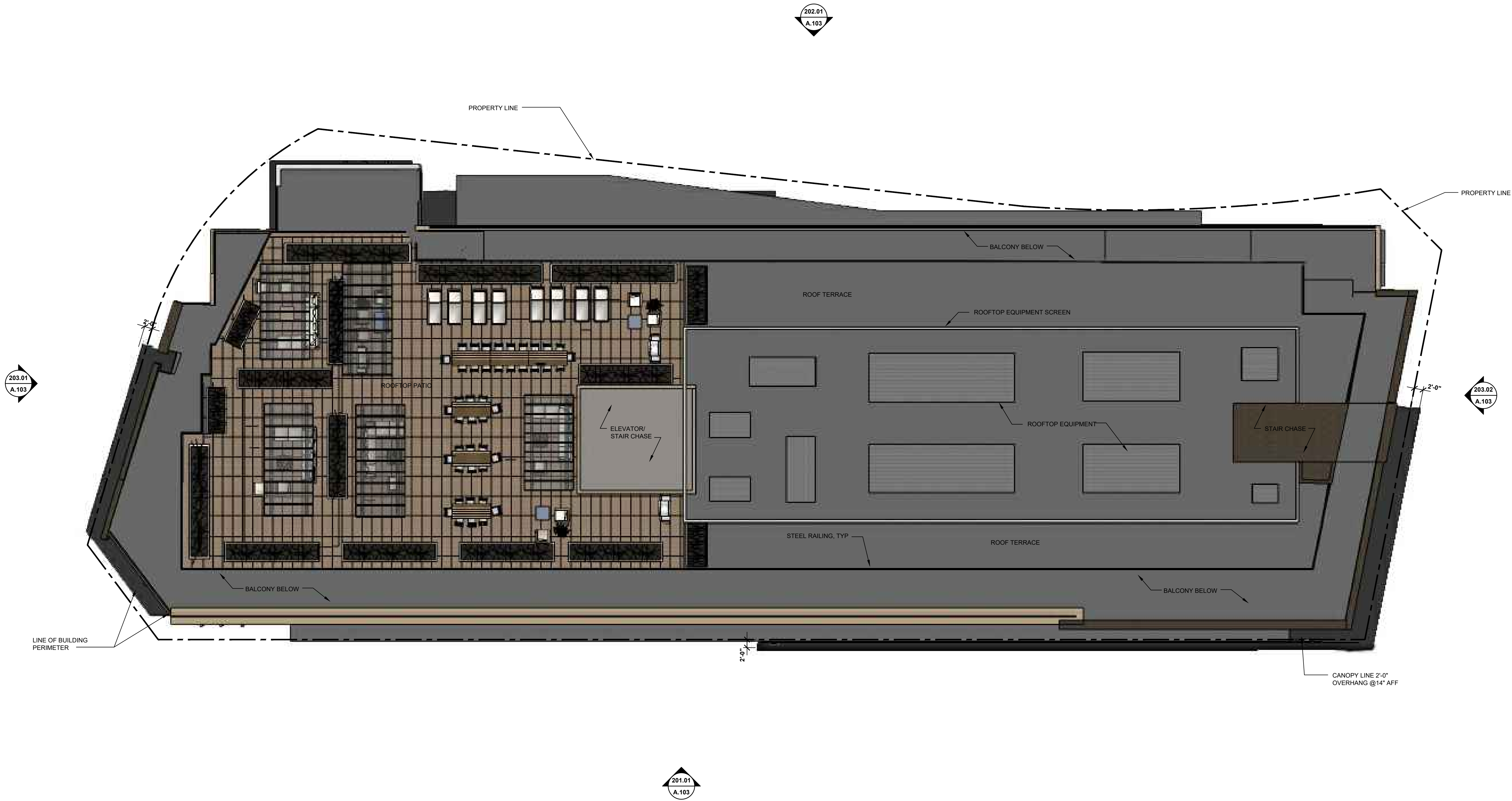
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SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL	10.22.20
FINAL REVIEW	
SITE PLAN	06.14.21

ROOF PLAN



1971.16

A.106



NORTH

ROOF PLAN

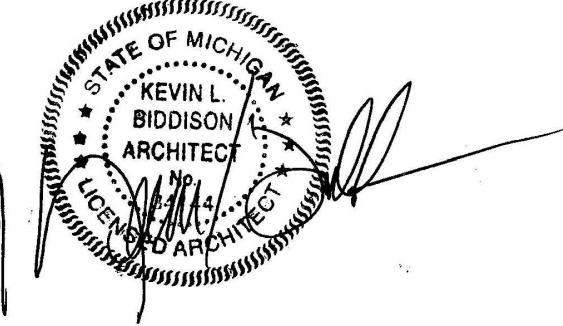
SCALE: 3/32"=1'-0"

PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

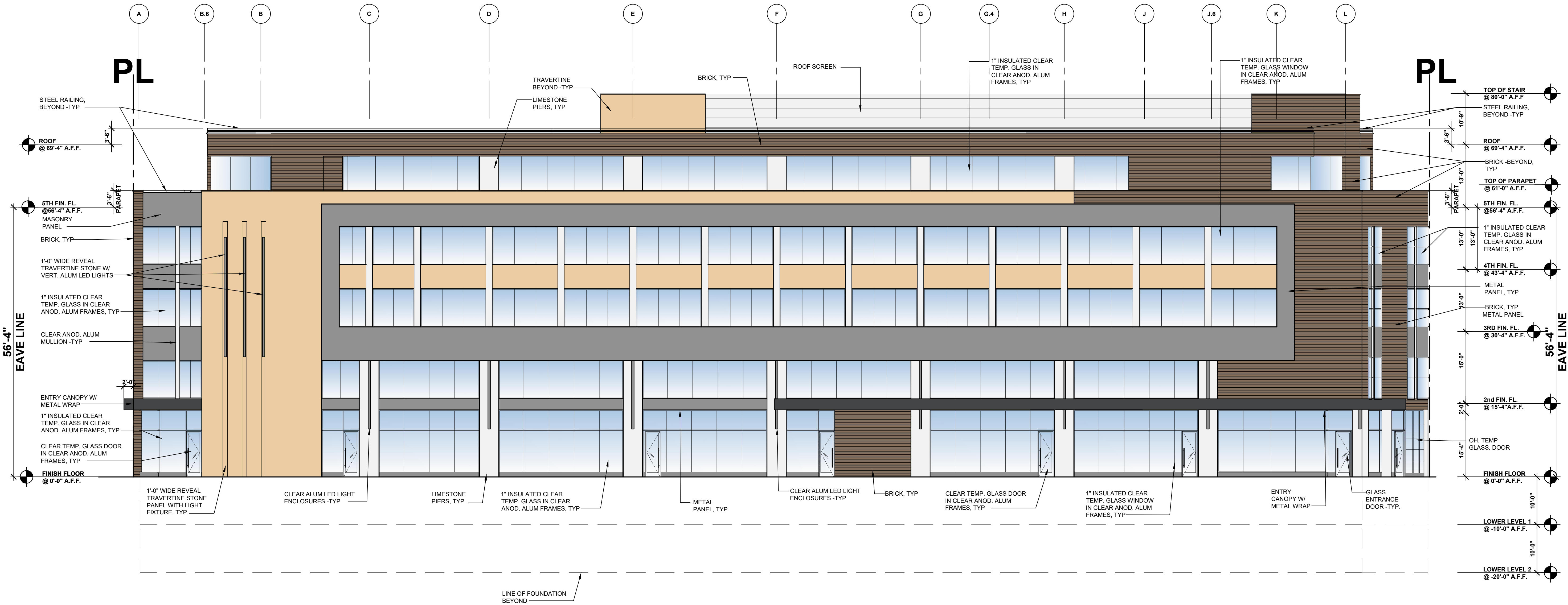
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SITE PLAN REVIEW	02.14.20
SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL	10.22.20
FINAL REVIEW	
SITE PLAN	06.14.21

ELEVATIONS



1971.16

A.201



201.01 EAST ELEVATION
A.103 SCALE: 3/32"=1'-0"

PROPOSED BUILDING FOR:

The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

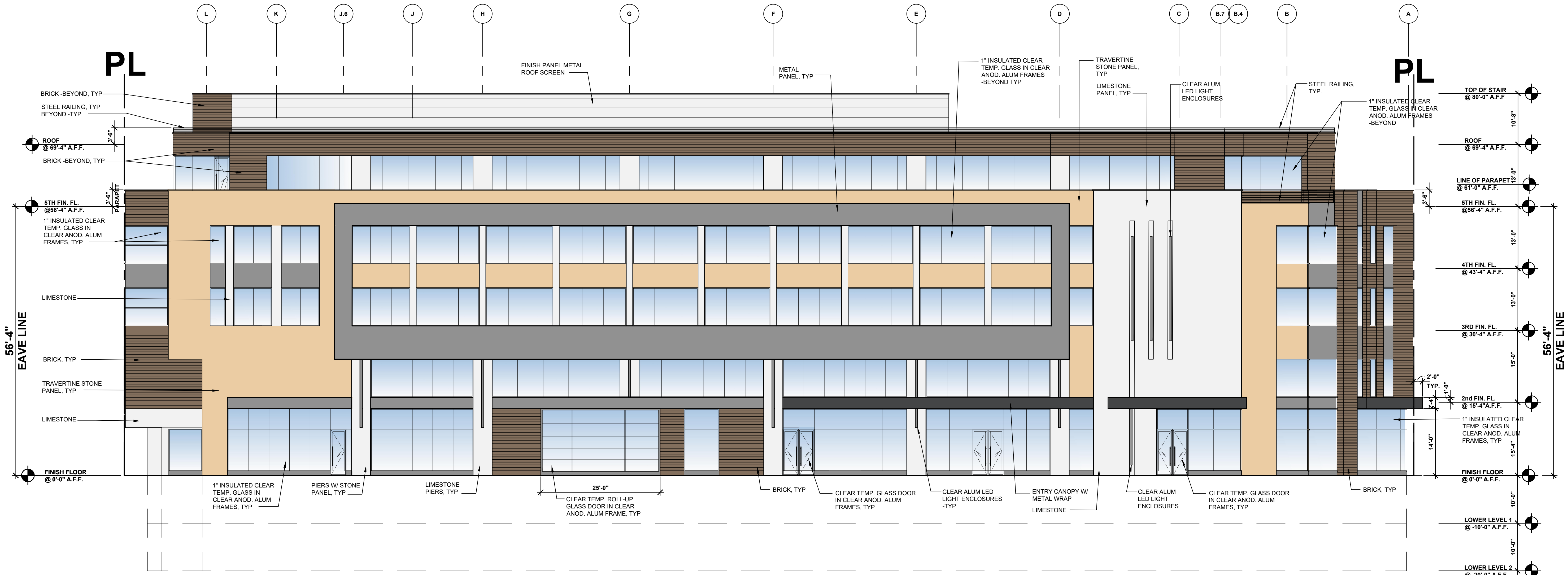
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SITE PLAN REVIEW	11.22.19
SITE PLAN REVIEW	01.02.20
SITE PLAN REVIEW	02.14.20
SITE PLAN APPROVAL	10.22.20
FINAL REVIEW	
SITE PLAN	06.14.21

ELEVATIONS



1971.16

A.202



ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (1'-0" TO 8'-0")	525	1,318
% OF TOTAL	29.6%	70.4%
REQUIRED %	30% MAX	70% MIN

ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (2ND FLOOR TO ROOF)	10,529	5,418
% OF TOTAL	66.3%	33.7%
REQUIRED %	65% MIN	35% MAX

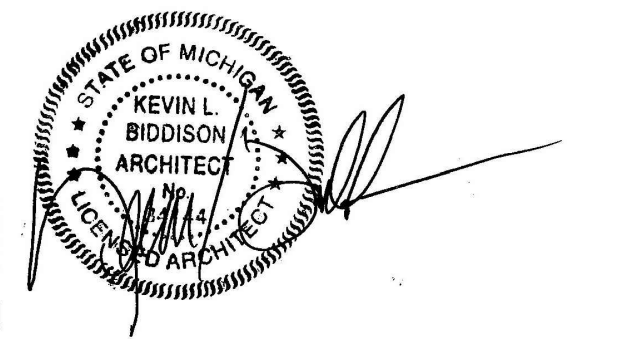
202.01 WEST ELEVATION
A.102 SCALE: 3/32"=1'-0"

PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

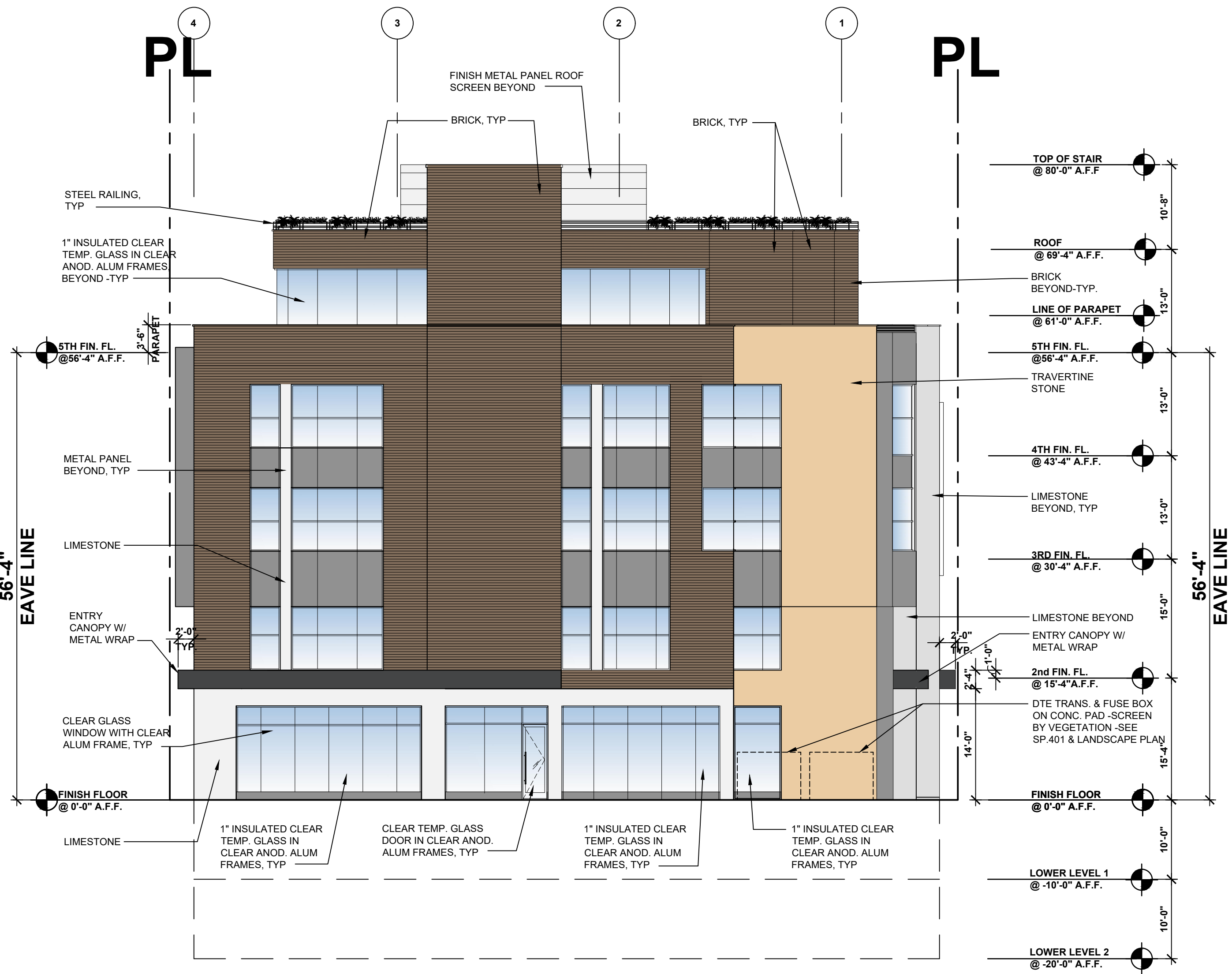
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SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL	10.22.20
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ELEVATIONS



1971.16

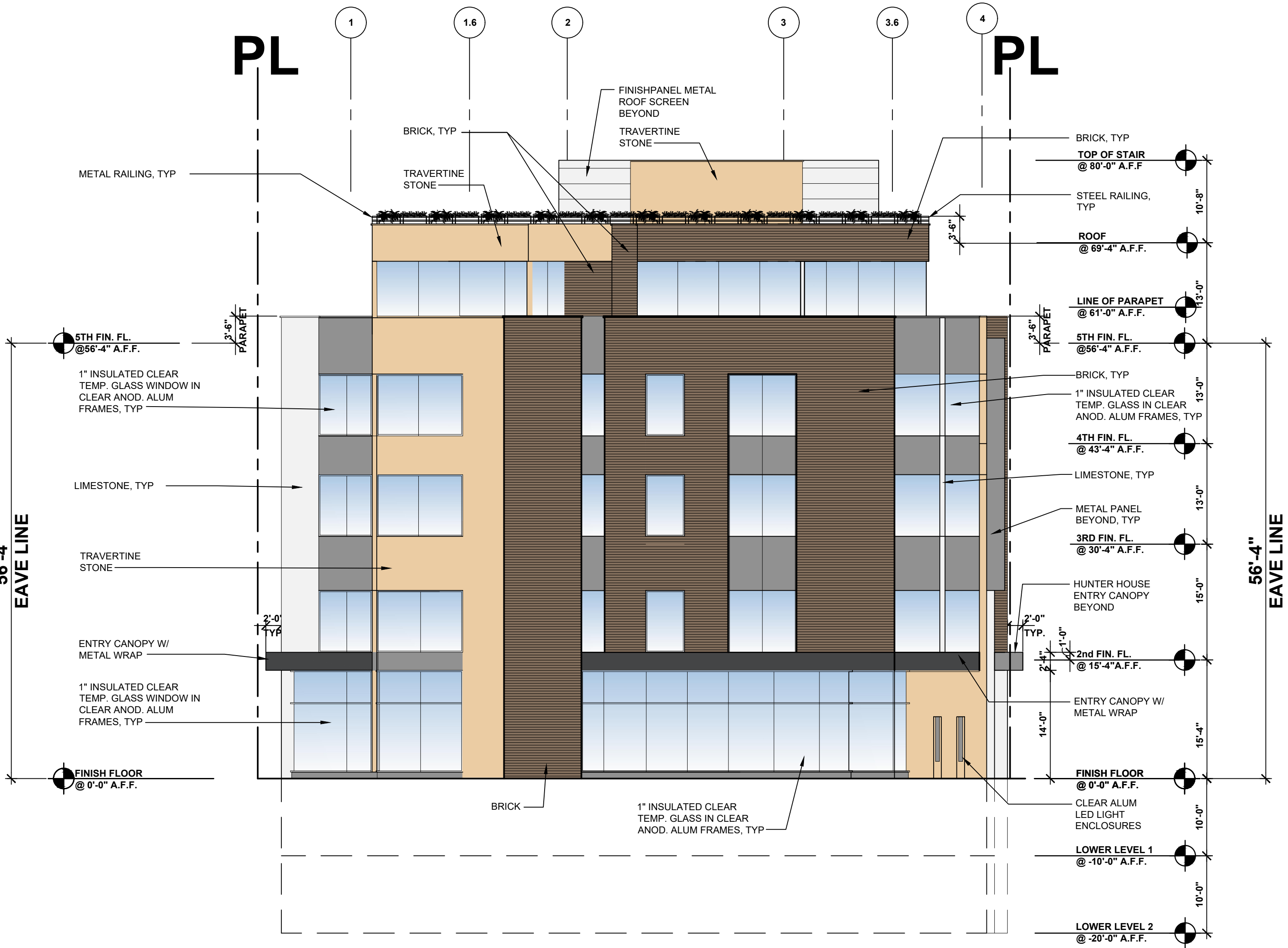
A.203



ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (1'-0" TO 8'-0")	193	465
% OF TOTAL	29.4%	70.6%
REQUIRED %	30% MAX	70% MIN

ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (2ND FLOOR TO ROOF)	3,600	1,600
% OF TOTAL	69.4%	30.6%
REQUIRED %	65% MIN	35% MAX

203.02 NORTH ELEVATION
A.103 SCALE: 3/32"=1'-0"



ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (1'-0" TO 8'-0")	190	468
% OF TOTAL	28.9%	71.1%
REQUIRED %	30% MAX	70% MIN

ELEVATION	MATERIAL AREA (SQ. FT.)	
	SOLID	GLASS
EAST (2ND FLOOR TO ROOF)	3,464	1,864
% OF TOTAL	65%	35%
REQUIRED %	65% MIN	35% MAX

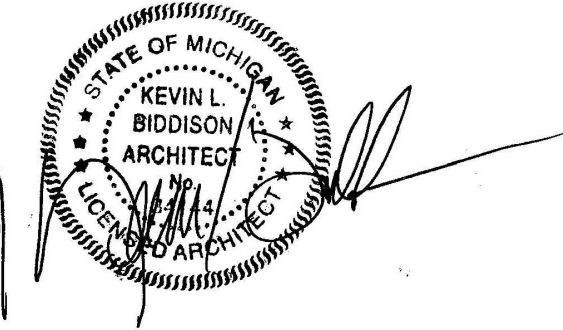
203.01 SOUTH ELEVATION
A.103 SCALE: 3/32"=1'-0"

PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

SITE PLAN REVIEW	11.26.18
SITE PLAN REVIEW	05.13.19
SITE PLAN REVIEW	11.22.19
SITE PLAN REVIEW	01.02.20
SITE PLAN REVIEW	02.14.20
SITE PLAN REVIEW	05.04.20
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FINAL REVIEW	
SITE PLAN	06.14.21

PERSPECTIVE
IMAGES



1971.16

A.301



SOUTHEAST PERSPECTIVE IMAGE



NORTHEAST PERSPECTIVE IMAGE



EAST PERSPECTIVE IMAGE



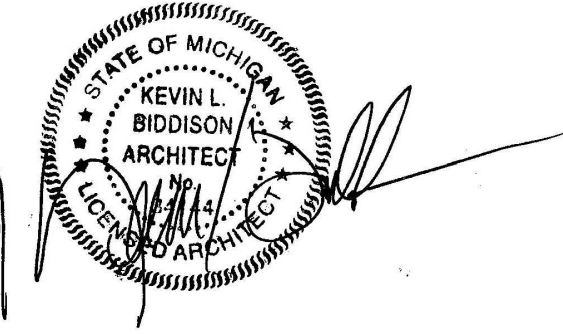
SOUTHWEST PERSPECTIVE IMAGE

PROPOSED BUILDING FOR:
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

SITE PLAN REVIEW	11.26.18
SITE PLAN REVIEW	05.13.19
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PERSPECTIVE
IMAGES

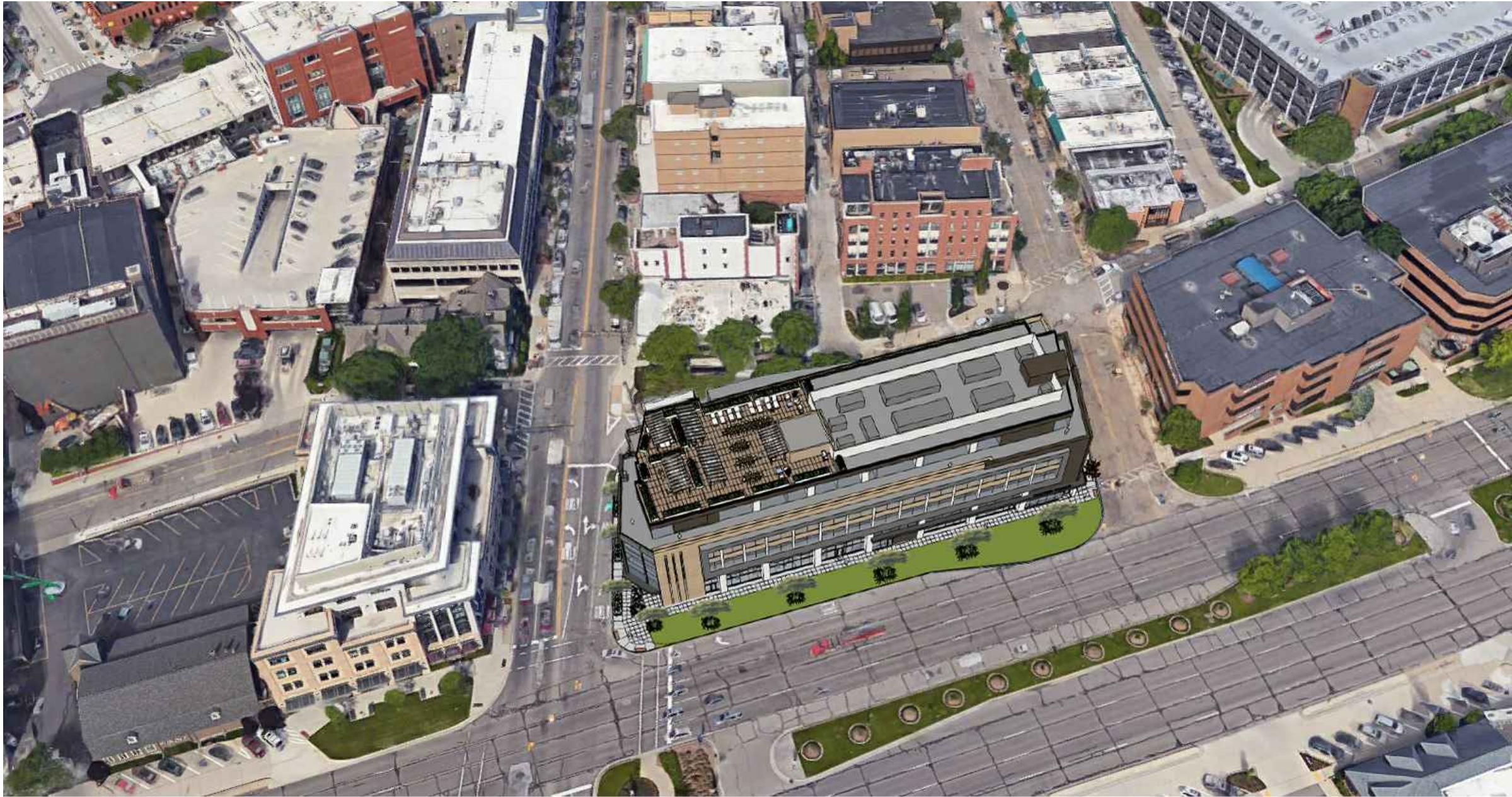


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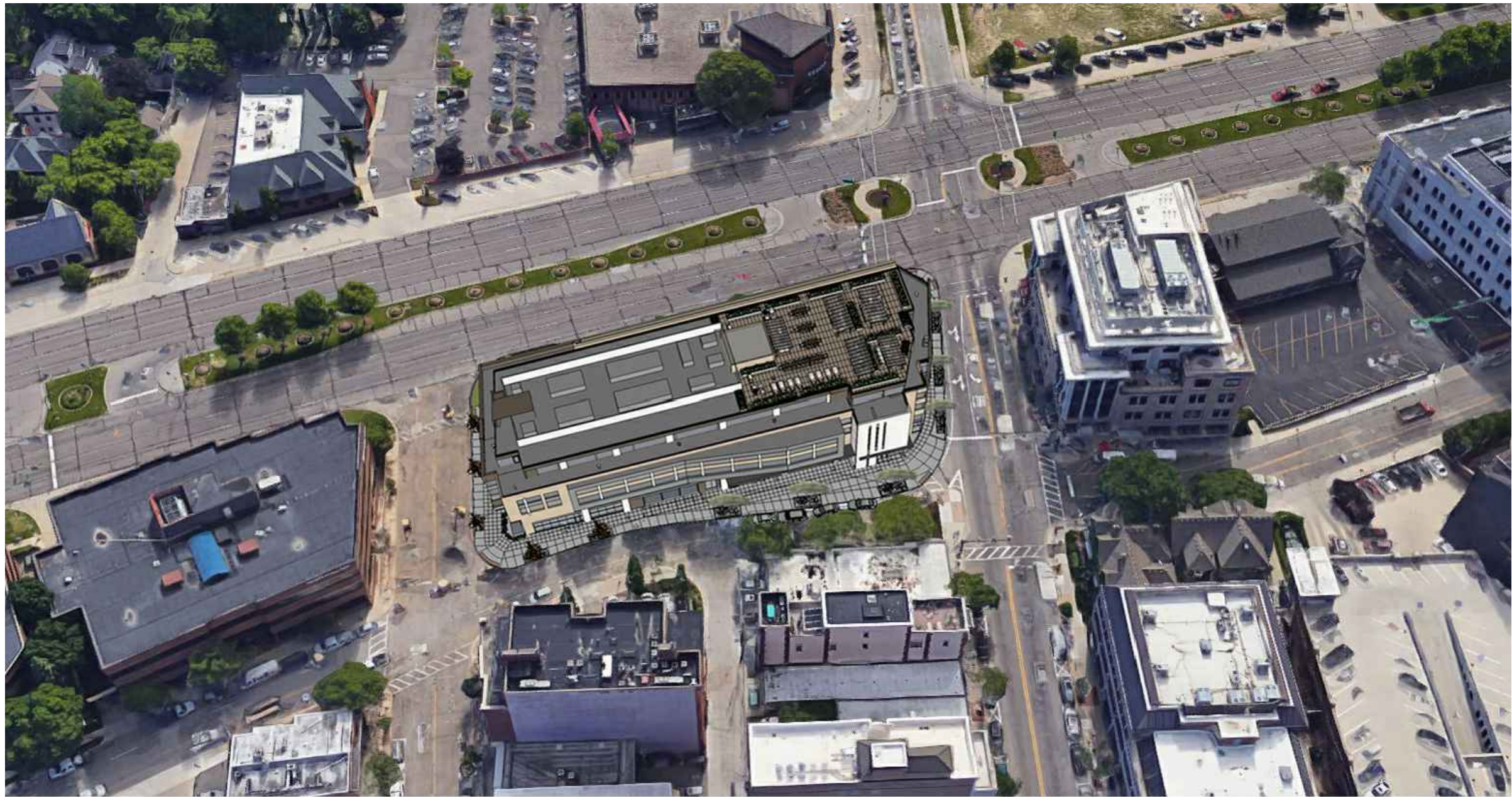
A.302



SOUTH AERIAL IMAGE



EAST AERIAL IMAGE



WEST AERIAL IMAGE



NORTH AERIAL IMAGE

PROPOSED BUILDING FOR:

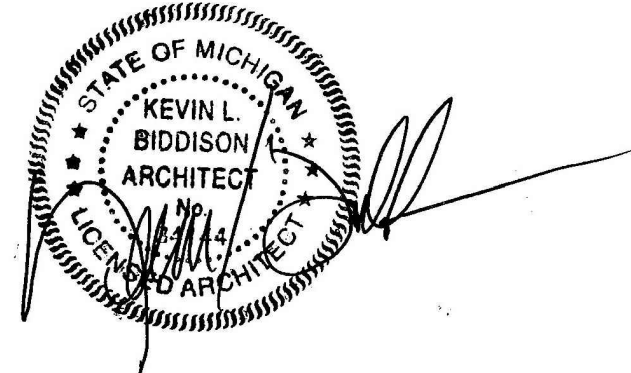
The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

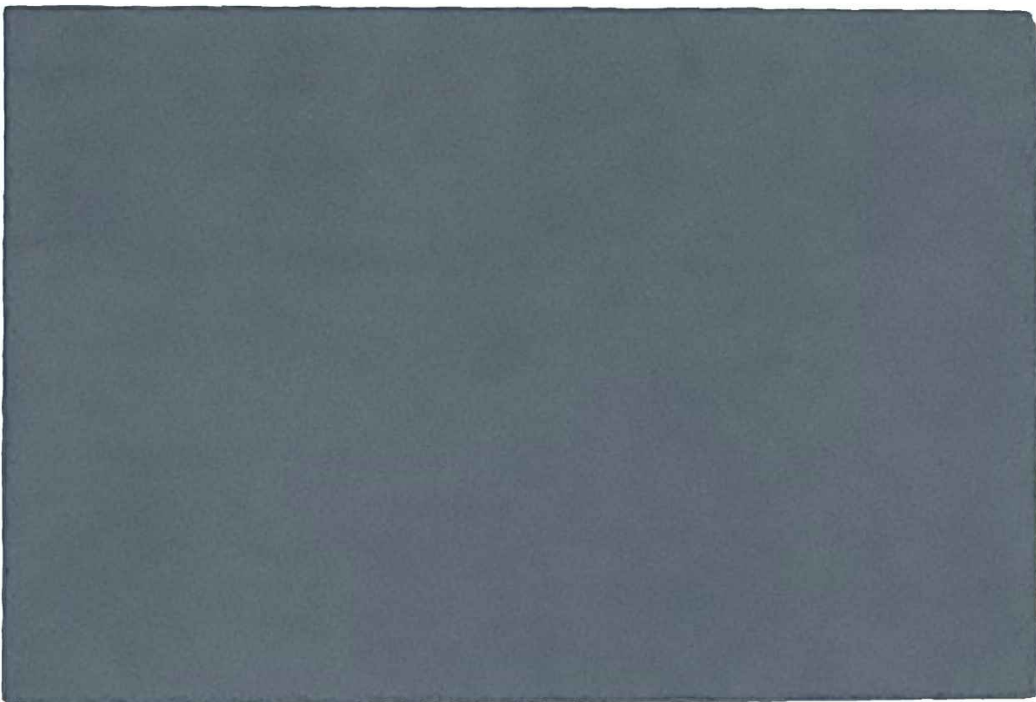
FINAL REVIEW
SITE PLAN

06.14.21

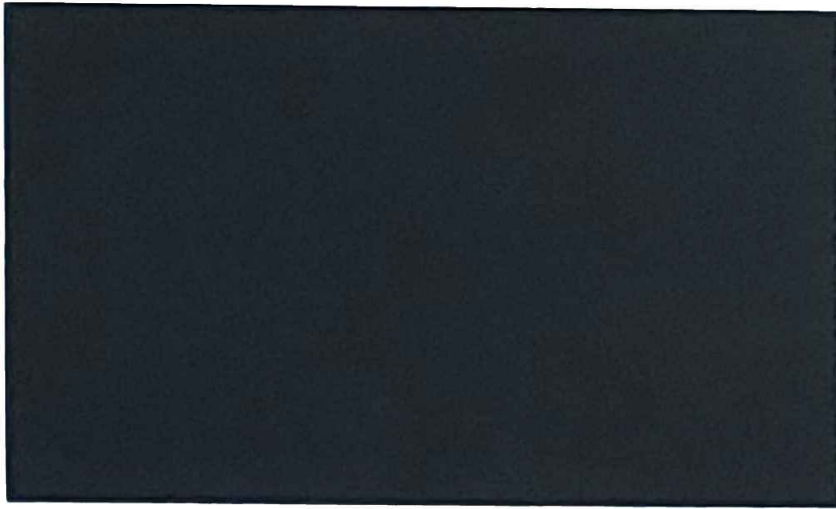
MATERIALS BOARD



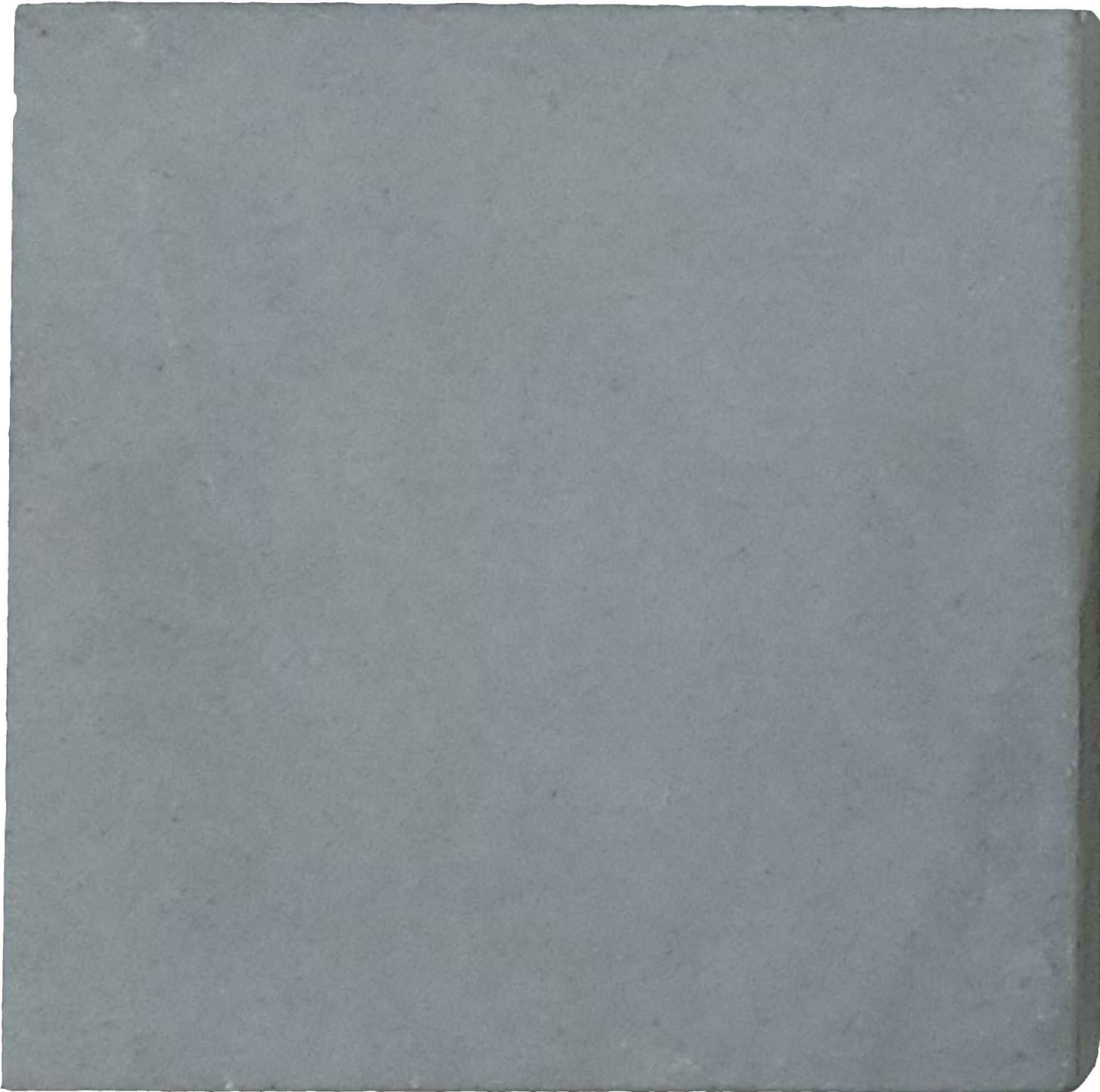
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REYNOBOND DURAGLOSS 5000 ZINC PATINA
PAINTED ALUMINUM METAL FACADE -SAMPLE



PAINTED ALUMINUM METAL
CANOPY -SAMPLE



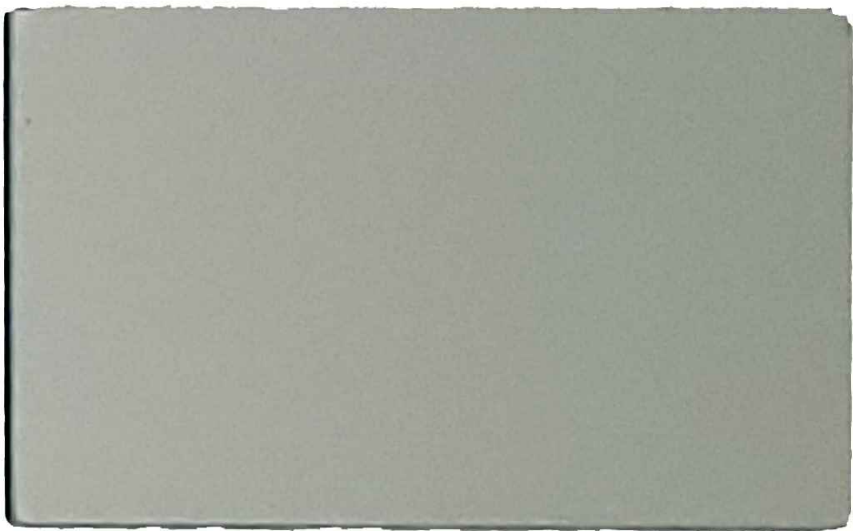
LIMESTONE -SAMPLE



WALNUT TRAVERTINE STRAIGHT/
BRUSHED FINNISH-SAMPLE



CLEAR INSUL. GLASS -SAMPLE



CLEAR ANODODIZED
ALUMINUM -SAMPLE



ONYX IROSPOT UTILITY
SIZE BRICK -SAMPLE

Appraisal of Real Property

NWC Woodward Ave. and Maple Rd.

35001-35075 Woodward Avenue

Birmingham, Oakland County, Michigan 48009

Prepared For:

City of Birmingham

Date of the Report:

December 30, 2021

Report Format:

Appraisal Report

IRR - Detroit

File Number: 142-2021-1785

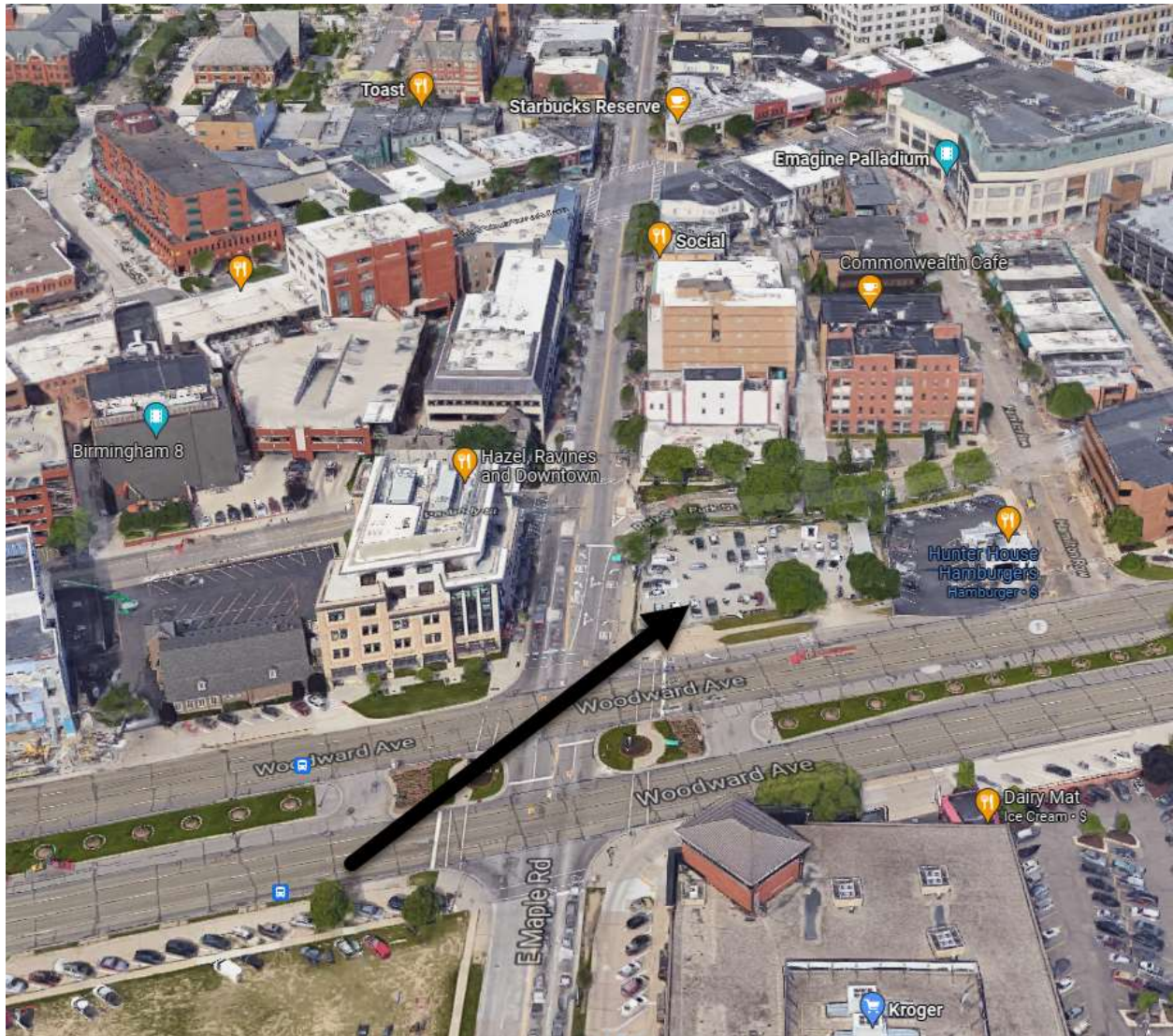


Subject Photographs



NWC Woodward Ave. and Maple Rd.
35001-35075 Woodward Avenue
Birmingham, Michigan

Aerial Photograph





December 30, 2021

Mary Kucharek
City Attorney
City of Birmingham
151 Martin Street
Birmingham, MI 48009

SUBJECT: Market Value Appraisal
 NWC Woodward Ave. and Maple Rd.
 35001-35075 Woodward Avenue
 Birmingham, Oakland County, Michigan 48009
 IRR - Detroit File No. 142-2021-1785

Dear Ms. Kucharek:

Integra Realty Resources – Detroit is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value as is of the overall property as described herein containing 21,475 SF of land, pertaining to the fee simple interest in the property. As requested, we also will provide a market value as is of the parcel of land identified as parcel #19-25-456-043, which is currently owned by the City of Birmingham and contains 3,223 SF of land. This will also pertain to the fee simple interest.

The client for the assignment is City of Birmingham. The intended user of this report is the client. The intended use of the report is for internal purposes. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

The subject is a parcel of vacant land containing an area of 0.49 acres or 21,475 square feet. The property is zoned B4, Business-Residential, which permits residential, institutional, office, retail, and various commercial uses. The overall property is encompassed by three parcels of land, with two parcels privately owned, and the third, parcel #19-25-456-043, owned by the City of Birmingham. We will conduct a valuation of the overall property containing 0.49 acres, and valuation of the city owned property containing 0.07 acres.

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, and applicable state appraisal regulations.

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinions of value are as follows:

Value Conclusions

Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is - Overall Property	Fee Simple	December 1, 2021	\$7,500,000
Market Value As Is - Parcel 19-25-456-043	Fee Simple	December 1, 2021	\$1,100,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None.
-

The value conclusion(s) in this report consider the impact of COVID-19 on the subject property.

Mary Kucharek
City of Birmingham
December 30, 2021
Page 3

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Detroit



Constantino G. Naoum
Michigan Certified General Real Estate
Appraiser #1205068135
Telephone: 248.979.9690
Email: dnaoum@irr.com



Anthony Sanna, MAI, CRE
Michigan Certified General Real Estate
Appraiser #1205001324
Telephone: 248.979.9663
Email: asanna@irr.com

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Quality Assurance

IRR Quality Assurance Program

At IRR, delivering a quality report is a top priority. Integra has an internal Quality Assurance Program in which managers review material and pass an exam in order to attain IRR Certified Reviewer status. By policy, every Integra valuation assignment is assessed by an IRR Certified Reviewer who holds the MAI designation, or is, at a minimum, a named Director with at least ten years of valuation experience.

This quality assurance assessment consists of reading the report and providing feedback on its quality and consistency. All feedback from the IRR Certified Reviewer is then addressed internally prior to delivery. The intent of this internal assessment process is to maintain report quality.

Executive Summary

Property Name	NWC Woodward Ave. and Maple Rd.
Address	35001-35075 Woodward Avenue Birmingham, Oakland County, Michigan 48009
Property Type	Land - Commercial
Owner of Record	Select Commercial Assets Hospitality LLC & City of
Tax ID	19-25-456-037, 19-25-456-014 and 19-25-456-043
Land Area	0.49 acres; 21,475 SF
Zoning Designation	B4, Business-Residential
Highest and Best Use	Mixed-use
Exposure Time; Marketing Period	12 months; 12 months
Date of the Report	December 30, 2021

Value Conclusions

Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is - Overall Property	Fee Simple	December 1, 2021	\$7,500,000
Market Value As Is - Parcel 19-25-456-043	Fee Simple	December 1, 2021	\$1,100,000

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than City of Birmingham may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None.

Identification of the Appraisal Problem

Subject Description

The subject is a parcel of vacant land containing an area of 0.49 acres or 21,475 square feet. The property is zoned B4, Business-Residential, which permits residential, institutional, office, retail, and various commercial uses. The overall property is encompassed by three parcels of land, with two parcels privately owned, and the third, parcel #19-25-456-043, owned by the City of Birmingham. We will conduct a valuation of the overall property containing 0.49 acres, and valuation of the city owned property containing 0.07 acres.

Property Identification

Property Name	NWC Woodward Ave. and Maple Rd.
Address	35001-35075 Woodward Avenue Birmingham, Michigan 48009
Tax ID	19-25-456-037, 19-25-456-014 and 19-25-456-043
Owner of Record	Select Commercial Assets Hospitality LLC & City of Birmingham

The subject property relates to three contiguous parcels of land, summarized as follows:

Land Area Summary

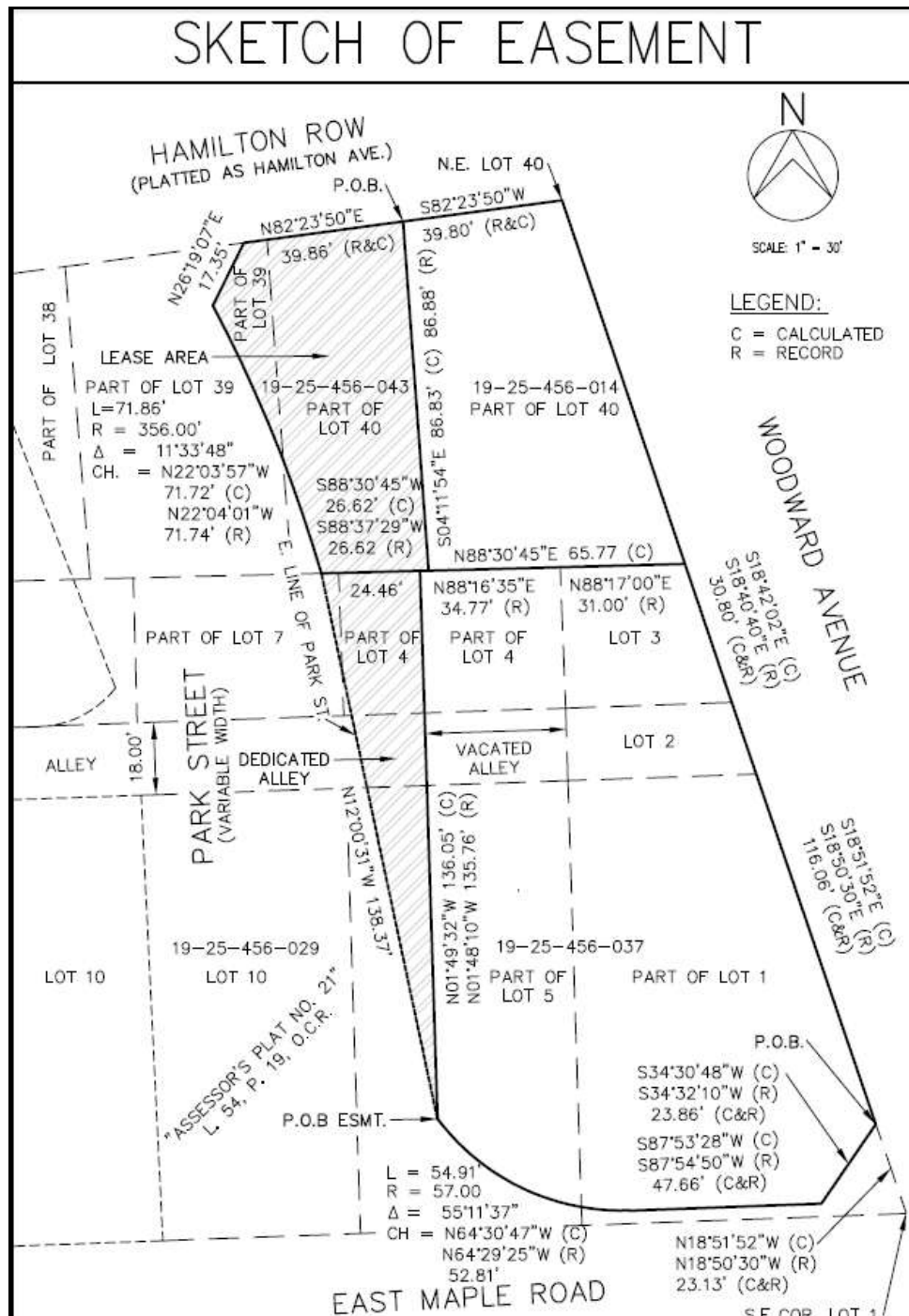
Tax ID	Address	SF	Acres
19-25-456-037	35001 Woodward	13,634	0.31
19-25-456-014	35075 Woodward	4,617	0.11
19-25-456-043	City Owned	3,223	0.07
Total		21,475	0.49
Source: Other			

For reference, a land sketch and legal descriptions are found on the following pages.

Parcels #19-25-456-037 and #19-25-456-014 are privately owned, while parcel #19-25-456-043 is owned by the City of Birmingham. The entire property is situated in the D4, Downtown Birmingham Overlay district, which allows upwards of 5 stories. The property will be improved with The Maple, a five-story building which will be comprised of retail on the first floor, office suites on the second floor, and residential units on floors 3-5 (25 units). The total building area of these components is 101,970 SF, which excludes the two lower levels of parking area which will contain an additional area of 48,732 and accommodate 82 parking spaces.

The overall property is situated on the northwest corner of Woodward Avenue and East Maple Road, with frontage along Hamilton Row and Park Street. The city owned parcel is specifically located on the south side of Hamilton Road, just west of Woodward Avenue.

Hunter House is currently being operated on a portion of the site, along with parking lot improvement. These site and building improvements will be required to be demolished at an estimated expense of \$50,000.



Legal Descriptions

The following legal descriptions of the subject property were obtained via the site plan provided for review by the client:

LEGAL DESCRIPTION

35001 WOODWARD AVE

19-25-456-037

LOTS 1, 2 & 3, PART OF LOTS 4 & 5, AND ALSO PART OF A VACATED ALLEY OF ASSESSOR'S PLAT No.21, LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS, ALL DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 18 DEGREES 50 MINUTES 30 SECONDS WEST, 23.13 FEET FROM THE SOUTHEAST SECTION CORNER OF LOT 1; THENCE SOUTH 34 DEGREES 32 MINUTES 10 SECONDS WEST, 23.86 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 50 SECONDS WEST, 47.66 FEET; THENCE ALONG A CURVE TO THE LEFT 54.91 FEET, SAID CURVE HAVING A RADIUS OF 57 FEET, A LONG CHORD BEARING OF NORTH 64 DEGREES 29 MINUTES 25 SECONDS WEST, 52.81 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 10 SECONDS WEST, 135.76 FEET; THENCE 88 DEGREES 16 MINUTES 35 SECONDS EAST, 34.77 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 00 SECONDS EAST, 31 FEET; THENCE SOUTH 18 DEGREES 40 MINUTES 40 SECONDS EAST, 30.80 FEET; THENCE SOUTH 18 DEGREES 50 MINUTES 30 SECONDS EAST, 116.06 FEET TO THE POINT OF BEGINNING.

35075 WOODWARD AVE

19-25-456-014

LOT 40 OF ASSESSOR'S PLAT No.21 LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, EXCEPTING THE WEST 34 FEET AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS.

PO BOX 3001 BIRMINGHAM, MI 48012

19-25-456-043

PART OF LOTS 39 & 40 OF ASSESSOR'S PLAT No.21 LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS. BEGINNING AT A POINT DISTANT SOUTH 82 DEGREES 23 MINUTES 50 SECONDS WEST, 39.80 FEET FROM THE NORTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 04 DEGREES 11 MINUTES 54 SECONDS EST, 86.88 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 29 SECONDS WEST, 26.62 FEET ALONG THE SOUTH LINE OF SAID LOT 40, THENCE ALONG THE EAST LINE OF PARK STREET ALONG A CURVE TO THE LEFT, 71.86 FEET, SAID CURVE HAVING A RADIUS OF 356 FEET, A LONG CHORD BEARING OF NORTH 22 DEGREES 04 MINUTES 01 SECONDS WEST, 71.74 FEET; THENCE NORTH 26 DEGREES 19 MINUTES 07 SECONDS EAST, 17.35 FEET; THENCE NORTH 82 DEGREES 23 MINUTES 50 SECONDS EAST, 39.86 FEET TO THE POINT OF BEGINNING.

Sale History

No known sales or transfers of ownership have taken place within a three-year period prior to the effective appraisal date.

Pending Transactions

Based on discussions with the appropriate contacts, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date.

Appraisal Purpose

The purpose of the appraisal is to develop the following opinion(s) of value:

- The market value as is of the overall property as described herein containing 21,475 SF of land, as of the effective date of the appraisal, December 1, 2021.
- The market value as is of the parcel of land identified as parcel #19-25-456-043, which is currently owned by the City of Birmingham and contains 3,223 SF of land, as of the effective date of the appraisal, December 1, 2021.

The date of the report is December 30, 2021. The appraisal is valid only as of the stated effective date or dates.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

¹ Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472



Appraisal Premise Definitions

The definitions of the appraisal premises applicable to this assignment are specified as follows.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.²

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.³

Client and Intended User(s)

The client and intended user is City of Birmingham. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

Intended Use

The intended use of the appraisal is for internal purposes. The appraisal is not intended for any other use.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- Applicable state appraisal regulations.

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

²Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

³Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. The steps taken to verify comparable data are disclosed in the addenda of this report. Although effort has been made to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site, flood plain data, property zoning, existing easements and encumbrances, access and exposure, and condition of the improvements (as applicable) were confirmed and analyzed.

Contacts

In addition to public records and other sources cited in this appraisal, information pertaining to the subject was obtained from the following party: Ms. Mary Kucharek, City Attorney, City of Birmingham.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

Property Inspection		
Party	Inspection Type	Inspection Date
Constantino G. Naoum	On-site	December 1, 2021
Anthony Sanna, MAI, CRE	On-site	December 1, 2021

Valuation Methodology

Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

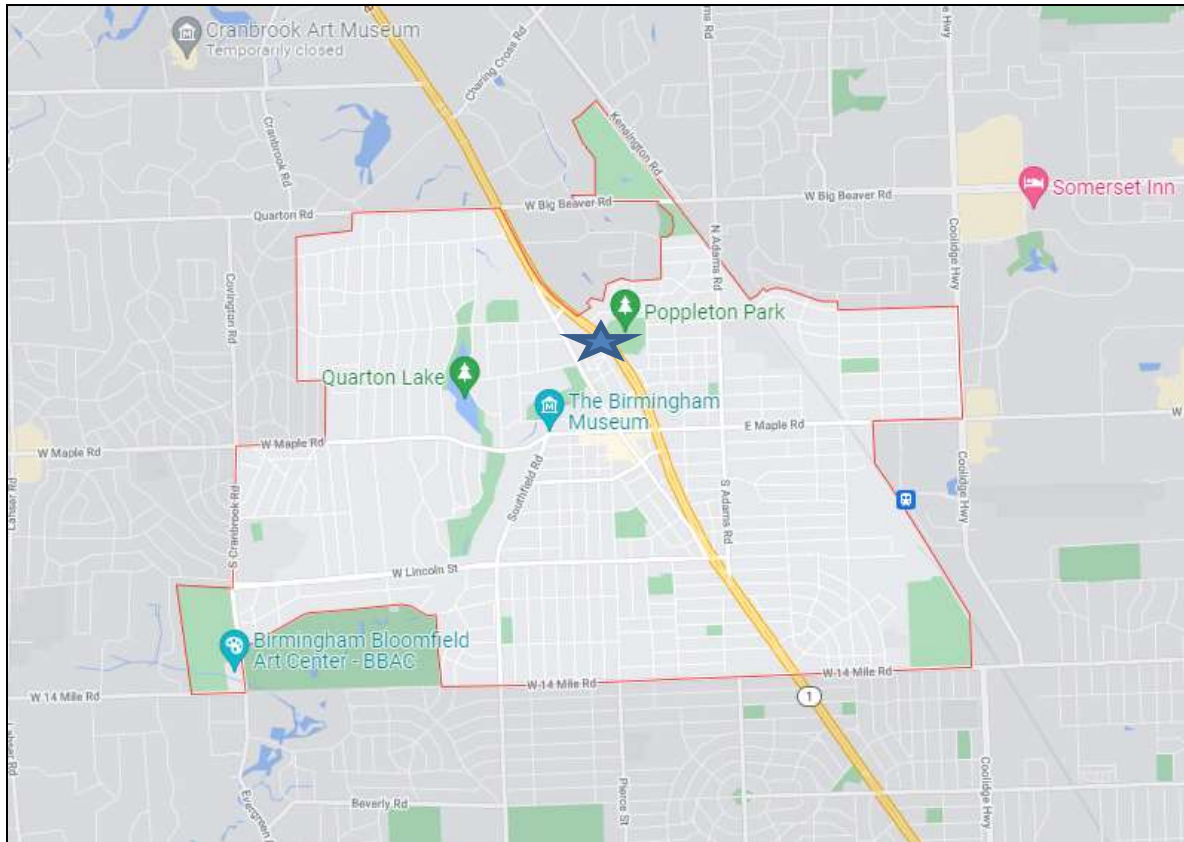
In developing an opinion of value for the subject, only the sales comparison approach is used. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Economic Analysis

Surrounding Area Analysis

The subject is located on the northwest corner of Woodward Avenue and Maple Road, in the City of Birmingham, Michigan.



The City of Birmingham is a northern suburb in Metro-Detroit and located in central Oakland County. The city is a mature community that was established as a village in 1864 and incorporated as a city in 1933. As a result, numerous properties have seen their use change as time has passed. Birmingham is a prestigious area in which to operate a business and live. Activities emanate from the downtown Central Business District, which features a large number of retail stores, office buildings and restaurants, many of which are housed in buildings that pre-date the incorporation of the City. The excellent reputation and desirability contributes above average occupancy levels and property appreciation. Neighboring communities include Bloomfield Hills to the north, Troy to the east, Beverly Hills and Royal Oak to the south, and Bloomfield Township to the west.

Access and Linkages

Access to Birmingham is via Woodward Avenue which connects the area to Bloomfield Hills and Pontiac to the north, and Royal Oak, Ferndale and Detroit to the south. Primary highway access to the area is via I-75 which is located about five miles to the northeast and I-696, about five miles to the south. Other roadways providing access to the area include Southfield Road, Adams Road and 14 Mile Road, Maple Road (15 Mile) and Quarton Road (Big Beaver Road/16 Mile). Public transportation is provided by SMART (Suburban Mobility Authority for Regional Transportation). Overall, vehicular access is good.

The subject is located roughly 27 miles northeast of the Detroit Metropolitan-Wayne County (DTW) International Airport located in Romulus. DTW is the primary international and regional airport in Michigan providing passenger and freight airline service.

Central Business District

Named one of the country's "Top 20 Most Walkable Communities," Birmingham covers 4.73 square miles. A close but welcoming community, the city maintains its small-town feel while offering the recreational and cultural advantages of a prosperous urban area just 30 minutes north of downtown Detroit. The City has a lively, pedestrian-friendly downtown offering one of the Midwest's premiere shopping districts. Comprised of nearly 300 retailers, the City offers a diverse assortment of restaurants, clothing and gift stores, salons, spas, antique shops, and art galleries. Movie theatres and a centrally located park complete the city center. Birmingham is also a center for real estate, accounting, finance, insurance, legal, and other services.

Birmingham benefits from numerous national retailers. Brands occupying storefronts in Birmingham include Lulu Lemon, Anthropologie, Ethan Allen, west elm, and Jos. A Bank. There is also a Starbucks Reserve Coffee Bar located downtown which is one of only two in the state. Other storefront users include upscale restaurants and/or small office space.

Birmingham's unique office and commercial setting attracts professional organizations and white-collar businesses. Area demographics indicate that disposable income, home pricing, and related statistics are above state averages, in fact, among the highest in the area. Many of the professionals who work in Birmingham tend to live nearby, therefore perpetuating the demand for quality residential, office and retail services in this suburban setting.

Area amenities and activities include summer concerts in the park and festivals, the Birmingham Farmer's Market, art galleries and theatres. The area has over 20 parks offering a variety of recreational opportunities and two municipal golf courses. A wooded trail system, urban bike paths, and the Rouge River all wind their way through the heart of the City.

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics			
2021 Estimates	Birmingham	Oakland County	Michigan
Population 2010	20,103	1,202,362	9,883,640
Population 2021	20,537	1,261,988	9,998,075
Population 2026	20,646	1,279,094	10,044,030
Compound % Change 2010-2021	0.2%	0.4%	0.1%
Compound % Change 2021-2026	0.1%	0.3%	0.1%
Households 2010	9,039	483,698	3,872,508
Households 2021	9,356	514,291	3,979,820
Households 2026	9,445	523,284	4,015,309
Compound % Change 2010-2021	0.3%	0.6%	0.2%
Compound % Change 2021-2026	0.2%	0.3%	0.2%
Median Household Income 2021	\$131,247	\$86,112	\$61,496
Average Household Size	2.2	2.4	2.5
College Graduate %	77%	47%	29%
Median Age	43	42	40
Owner Occupied %	73%	73%	72%
Renter Occupied %	27%	27%	28%
Median Owner Occupied Housing Value	\$573,091	\$288,926	\$181,170
Median Year Structure Built	1956	1975	1971
Average Travel Time to Work in Minutes	25	30	27
Source: EnviroNics Analytics			

As shown above, the current population within the City of Birmingham is 20,646, and the average household size is 2.2. Median household income is \$131,247, which is higher than the household income than both the county and state. Residents of Birmingham have a considerably higher level of educational attainment than both the county and state and home values are considerably higher.

Demand Generators

In addition to downtown Birmingham, the subject is located near other large employment centers including downtown Detroit, Troy, Southfield and Warren. Significant employment in the area is related to the auto industry with various administrative, research/design, and manufacturing facilities located throughout the region. The world headquarters for Ford are located in Dearborn, the Stellantis Technology Center is located in Auburn Hills, the administrative headquarters for General Motors is located in downtown Detroit, and the GM Tech Center is located in Warren. Other major employers in this economy include education, health care and government.

Land Use

In the immediate vicinity of the subject, predominant land uses are commercial in nature along Old Woodward Avenue with residential neighborhoods on the perimeter. Other land use characteristics are summarized below.

Surrounding Area Land Uses	
Character of Area	Suburban/Urban
Predominant Age of Improvements	10 to 50+ years
Predominant Quality and Condition	Above Average
Approximate Percent Developed	100%
Infrastructure/Planning	Above Average

Outlook and Conclusions

The area is in the stability stage of its life cycle. The future of the City of Birmingham looks good. There is a strong economic base, low unemployment rates and above average income levels. The downtown business district offers a variety of retail, commercial, residential, and recreational uses. The City of Birmingham's solid professional/service business climate and desirable residential base should continue into the foreseeable future. Given the history of the area and the growth trends, it is anticipated that property values will continue to increase in the near future. In comparison to other areas in the region, the area is rated as follows:

Surrounding Area Ratings	
Highway Access	Average
Demand Generators	Above Average
Convenience to Support Services	Above Average
Convenience to Public Transit	Average
Employment Stability	Above Average
Neighborhood Amenities	Above Average
Police and Fire Protection	Above Average
Barriers to Competitive Entry	Above Average
Price/Value Trends	Above Average
Property Compatibility	Average

Property Analysis

Land Description and Analysis

Land Description	
Land Area	0.49 acres; 21,475 SF
Source of Land Area	Other
Primary Street Frontage	Woodward Ave. - 242 feet
Secondary Street Frontage	Maple Rd. - 100 feet
Shape	Irregular
Corner	Yes
Topography	Generally level and at street grade
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	26125C0537F
Date	September 29, 2006
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No
Zoning; Other Regulations	
Zoning Jurisdiction	City of Birmingham
Zoning Designation	B4
Description	Business-Residential
Legally Conforming?	Primarily Vacant
Zoning Change Likely?	No
Permitted Uses	Residential, institutional, office, retail, and various commercial uses
Other Land Use Regulations	D-4 overlay district
Utilities	
Service	Provider
Water	Municipal
Sewer	Municipal
Electricity	DTE
Natural Gas	Consumers
Local Phone	Various

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

Streets, Access and Frontage

Streets, Access and Frontage				
Street	Woodward Ave.	Maple Rd.	Hamilton Row	Park St.
Frontage Feet	242	100	71	n/a

Easements, Encroachments and Restrictions

A current title report was not provided for review. There are no apparent easements, encroachments, or restrictions that would adversely affect value. This valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Conclusion of Site Analysis

Overall, the physical characteristics and the availability of utilities result in a functional site, suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include residential, institutional, office, retail, and various commercial uses. No other restrictions on development are apparent.



NWC Woodward Ave. and Maple Rd.





NWC Woodward Ave. and Maple Rd.



Aerial Plat Map

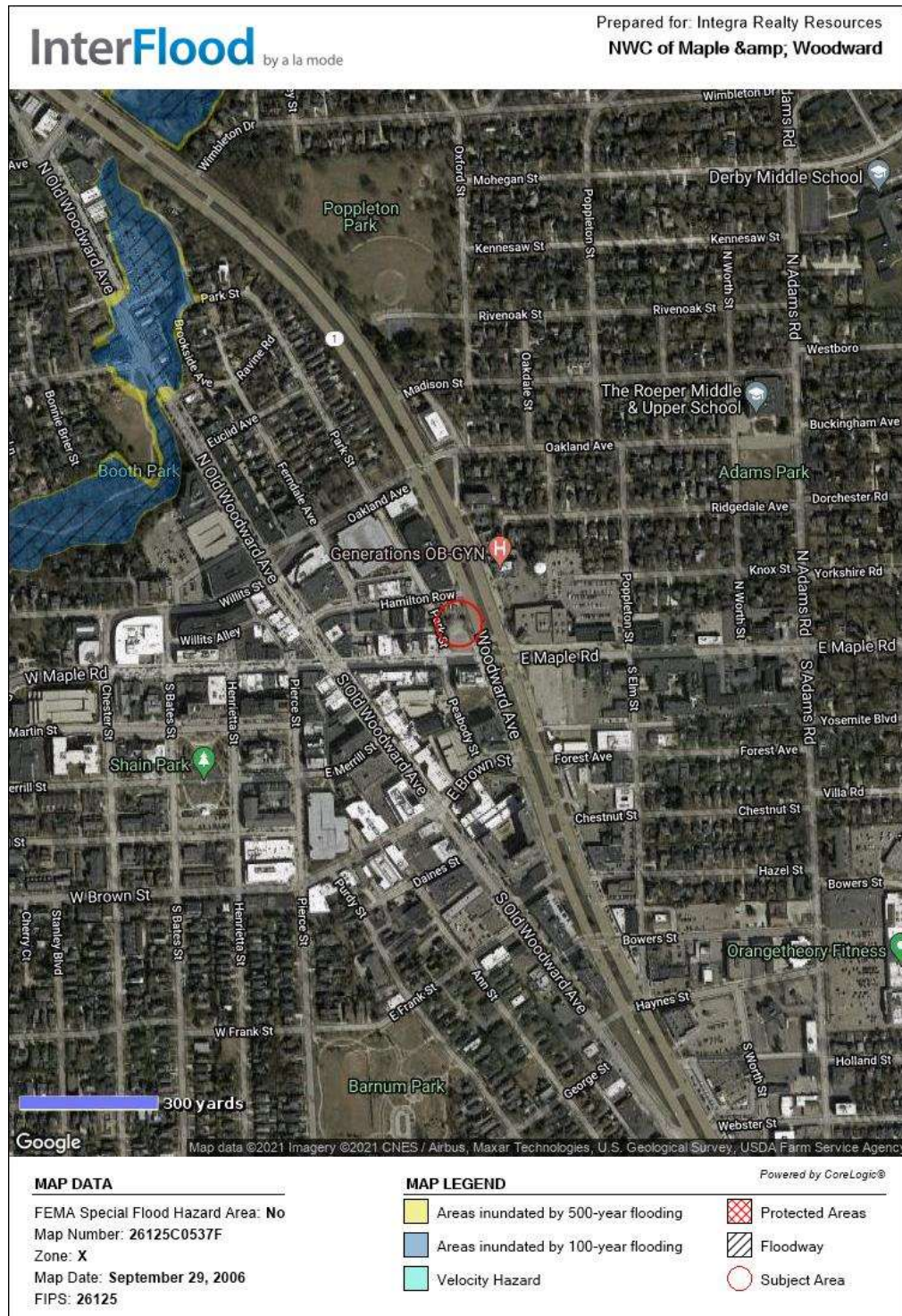


Survey



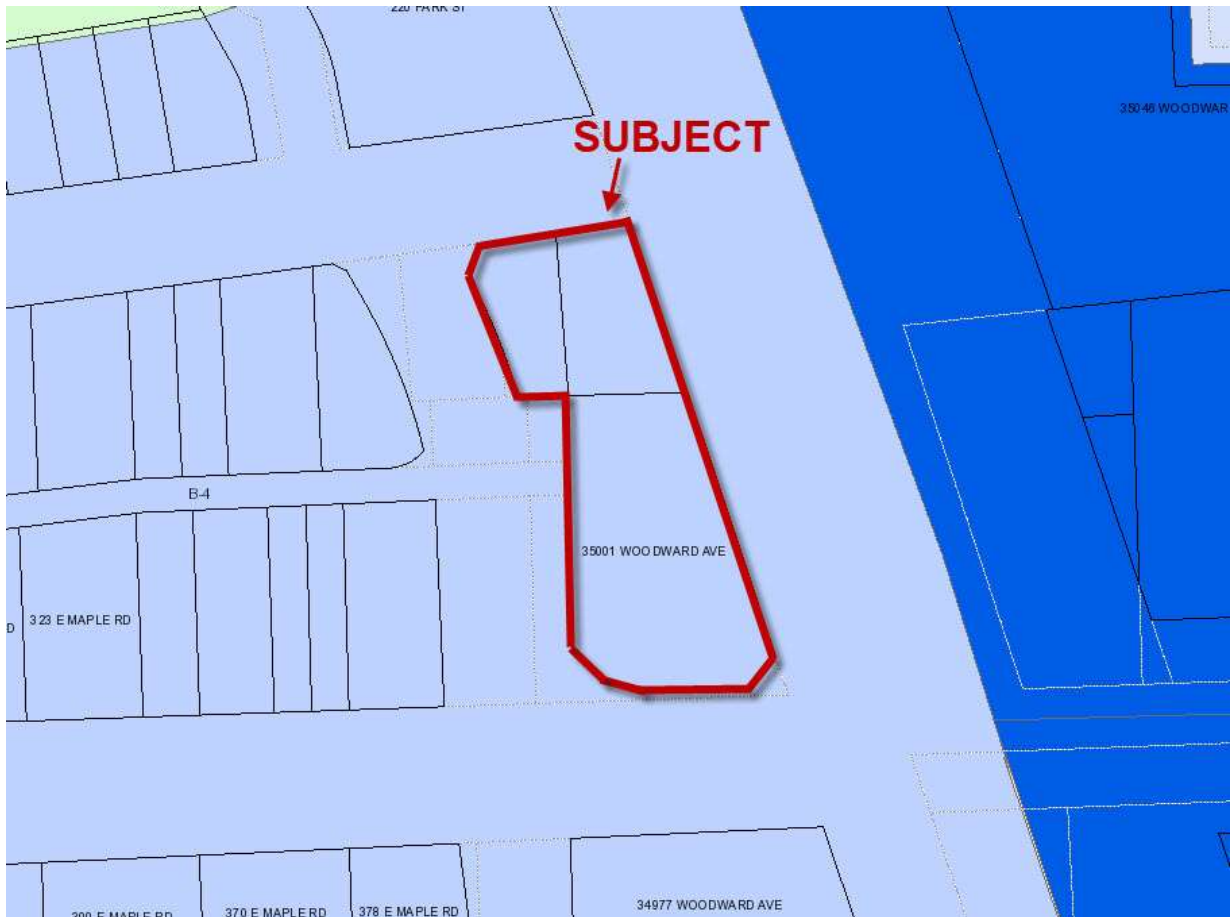
NWC Woodward Ave. and Maple Rd.

Flood Hazard Map



NWC Woodward Ave. and Maple Rd.

Zoning Map



Real Estate Taxes

In the State of Michigan, the following three assessed values are carried on the tax roll for any property:

- State Equalized Value (SEV)
- Capped Value (CV)
- Taxable Value (TV)

The TV is established as the lower of the SEV and CV. The SEV, which is often referred to as the assessed value, is established for property tax purposes and is theoretically equal to 50% of the local assessor's opinion of market value or true cash value (TCV). The SEV for any given year is set as of December 31 of the preceding year and is to be similar to assessments for similar property. The CV results from a constitutional provision for a cap on assessment increases. The increase is limited to the rate of inflation in any year (based on the Consumer Price Index) or an overall constitutional limit of 5% per year, whichever limitation results in the lowest taxable value. This limitation continues until a property is sold or transferred as defined by assessment regulations whereupon the cap provision is suspended.

A total millage rate is applied to taxable value resulting in the annual tax burden for a property. Municipalities and counties are given the authority to levy property taxes at varying levels as well as there being a provision for a state-levied property tax for education purposes. Local school districts have the authority to levy, after voter approval, a non-homestead tax of up to an additional 18 mills and, in limited instances, an enhancement tax. The tax rate indicated below is a summation of the levies of the various taxing bodies.

Real estate taxes and assessments for the current tax year are shown in the following table.

Taxes and Assessments - 2021							
Tax ID	Assessed Value			Taxes and Assessments			
	True Cash Value (TCV)	Assessed Value / SEV	Capped / Taxable Value	Tax Rate	Special Assessments	Capped Taxes	Uncapped Taxes
19-25-456-037	\$1,055,620	\$527,810	\$431,880	5.192740%	\$0	\$22,426	\$27,408
19-25-456-014	\$554,940	\$277,470	\$227,760	5.192740%	\$500	\$11,827	\$14,408
19-25-456-043	\$0	\$0	\$0	5.192740%	\$0	\$0	\$0
	\$1,610,560	\$805,280	\$659,640		\$500	\$34,253	\$41,816

Based on the concluded market value of the subject, the assessed value appears low.

Highest and Best Use

The highest and best use of a property is the reasonably probable use resulting in the highest value, and represents the use of an asset that maximizes its productivity.

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as though vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Though Vacant

First, the property is evaluated as though vacant, with no improvements.

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible

The site is zoned B4, Business-Residential. Permitted uses include residential, institutional, office, retail, and various commercial uses. There are no apparent legal restrictions, such as easements or deed restrictions, effectively limiting the use of the property. Given prevailing land use patterns in the area, only mixed-use is given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible

Based on the accompanying analysis of the market, there is currently adequate demand for mixed-use in the subject's area. It appears a newly developed mixed-use on the site would have a value commensurate with its cost. Therefore, mixed-use is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than mixed-use. Accordingly, mixed-use, developed to the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Development of the site for mixed-use is the only use which meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as though vacant.

As Improved

The subject site is improved with a restaurant on a portion of the site, along with parking lot improvement. The existing improvements underutilize the site.

Capitalization of net income from the existing improvements, if leased at market rent, would not result in a value exceeding the underlying land value. Thus, the existing use is considered to be an interim use that does not result in the maximum productivity of the site. These site and building improvements will be required to be demolished at an estimated expense of \$50,000.

Accordingly, the highest and best use is to redevelop the site for mixed-use.

Most Probable Buyer

Taking into account the characteristics of the site, as well as area development trends, the probable buyer is a developer.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Sales Comparison Approach

To develop an opinion of the subject's land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

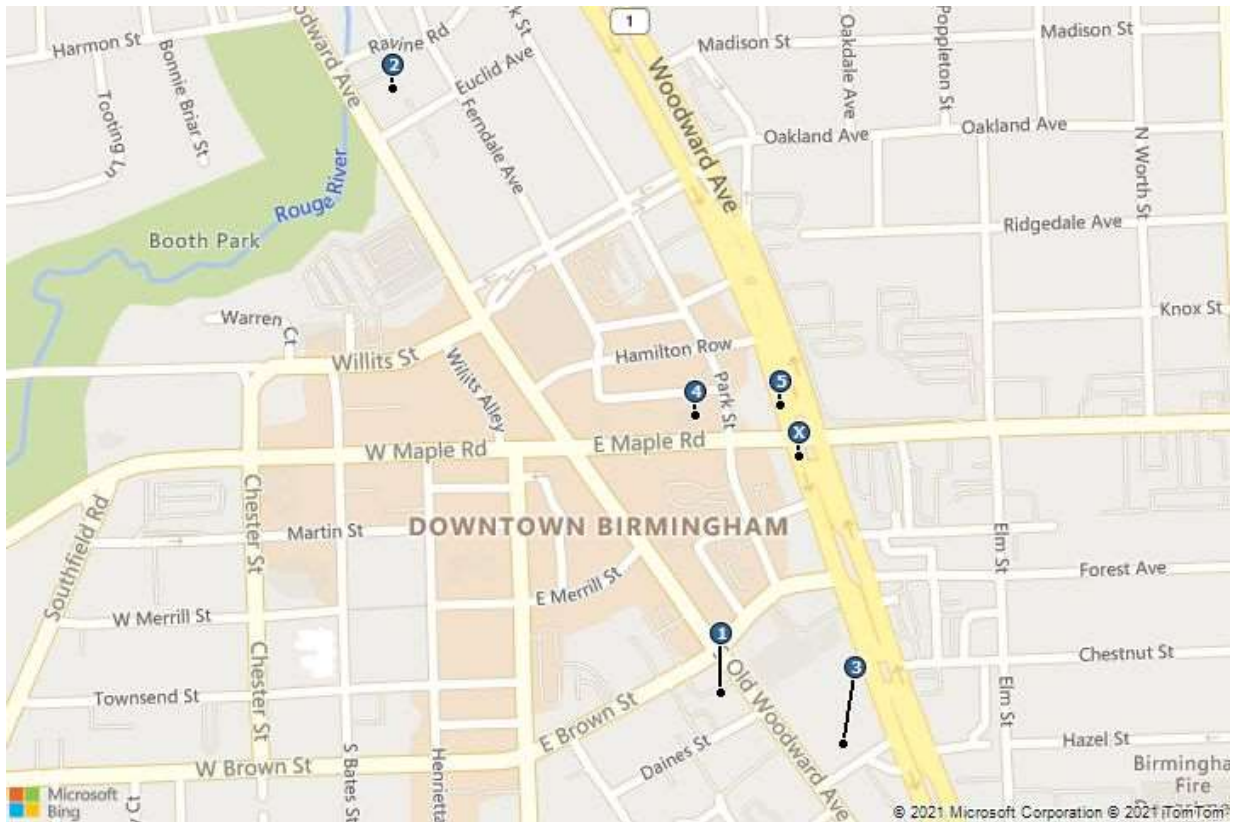
For this analysis, we use price per usable square foot as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales						
No.	Name/Address	Sale Date; Status	Effective Sale Price	Usable SF; Usable Acres	Zoning	\$/Usable SF
1	Restoration Hardware 300 S. Old Woodward Ave. Birmingham Oakland County	Sep-21 Closed	\$9,100,000	20,380 0.47	B-2 D4 overlay	\$446.52
2	Office Property 460 N. Old Woodward Birmingham Oakland County	Sep-18 Closed	\$1,500,000	5,543 0.13	B-1 D2 overlay	\$270.61
3	Redevelopment Property 469-479 S. Old Woodward Ave. Birmingham Oakland County	Jun-17 Closed	\$7,400,000	17,685 0.41	B-3 D4 overlay	\$418.43
4	Redevelopment Property 361 E. Maple Rd. Birmingham Oakland County	Oct-16 Closed	\$650,000	2,203 0.05	B-4 D4 overlay	\$295.08
5	The Maple 35001 Woodward Ave. Birmingham Oakland County	Jun-15 Closed	\$5,600,000	18,252 0.42	B-4 D4 overlay	\$306.82
	Subject NWC Woodward Ave. and Maple Rd. Birmingham, MI			21,475 0.49	B4 D4 overlay	

The subject is located in the City of Birmingham, at the gateway of downtown. This market is considered one of the premier markets in SE Michigan, with very few communities being comparable. Due to these factors, we decided to concentrate on sales within the City of Birmingham, and due to the mature nature of the city, older transactions were utilized.

Complete writeups with additional information of each of the previous sales are found in the addendum for review.

Comparable Land Sales Map



NWC Woodward Ave. and Maple Rd.



Sale 1
Restoration Hardware



Sale 2
Office Property



Sale 3
Redevelopment Property



Sale 4
Redevelopment Property



Sale 5
The Maple

Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factors	
Effective Sale Price	Accounts for atypical economics of a transaction, such as demolition cost, expenditures by the buyer at time of purchase, or other similar factors. Usually applied directly to sale price on a lump sum basis. The buyers of sales 1-3 incurred a demolition expense, which are added into the purchase price accordingly.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc. No adjustments required.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms. No adjustments required.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale, related parties transaction. No adjustments required.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate. We utilize an upward adjustment of 3% per year and adjusted to the effective date of value.
Location	Market or submarket area influences on sale price; surrounding land use influences. Sales 1-3 are located off Old Woodward Avenue that produces significant pedestrian foot traffic compared to the subject's immediate area, thus these sales are adjusted downward.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility from main thoroughfares; traffic counts. The subject contains frontage along multiple thoroughfares. Sales 2 and 4 only have frontage along one thorough, thus considered inferior to the subject and adjusted upward.
Size	Inverse relationship that often exists between parcel size and unit value. Sales 2 and 4 are smaller compared to the subject's overall site, thus adjusted downward at varying rates.
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use. No adjustments required.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site. The subject is situated in the D4 overlay district which allows upwards of five stories. Sale 2 is situated in the D2 overlay district which allows upwards of three stories, considered inferior to the subject and adjusted upward. The other sales are all located in the D4 overlay district as well.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid - Overall Property						
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Name	NWC Woodward Ave. and Maple Rd.	Restoration Hardware	Office Property	Redevelopment Property	Redevelopment Property	The Maple
Address	35001-35075 Woodward Avenue	300 S. Old Woodward Ave.	460 N. Old Woodward	469-479 S. Old Woodward Ave.	361 E. Maple Rd.	35001 Woodward Ave.
City	Birmingham	Birmingham	Birmingham	Birmingham	Birmingham	Birmingham
County	Oakland	Oakland	Oakland	Oakland	Oakland	Oakland
State	Michigan	MI	MI	MI	MI	MI
Sale Date		Sep-21	Sep-18	Jun-17	Oct-16	Jun-15
Sale Status		Closed	Closed	Closed	Closed	Closed
Sale Price		\$9,000,000	\$1,450,000	\$7,250,000	\$650,000	\$5,600,000
Other Adjustment		\$100,000	\$50,000	\$150,000	\$0	\$0
Description of Adjustment		Demo Costs	Demo Costs	Demo Costs		
Effective Sale Price		\$9,100,000	\$1,500,000	\$7,400,000	\$650,000	\$5,600,000
Square Feet	21,475	20,380	5,543	17,685	2,203	18,252
Acres	0.49	0.47	0.13	0.41	0.05	0.42
Usable Square Feet	21,475	20,380	5,543	17,685	2,203	18,252
Price per Usable Square Foot		\$446.52	\$270.61	\$418.43	\$295.08	\$306.82
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		—	—	—	—	—
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		—	—	—	—	—
Conditions of Sale		Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
% Adjustment		—	—	—	—	—
Market Conditions	12/1/2021	Sep-21	Sep-18	Jun-17	Oct-16	Jun-15
Annual % Adjustment	3%	1%	10%	13%	15%	19%
Cumulative Adjusted Price		\$450.98	\$297.67	\$472.82	\$339.34	\$365.12
Location		-20%	-20%	-20%	—	—
Access/Exposure		—	10%	—	10%	—
Size		—	-5%	—	-10%	—
Shape and Topography		—	—	—	—	—
Zoning		—	20%	—	—	—
Net \$ Adjustment		-\$90.20	\$14.88	-\$94.56	\$0.00	\$0.00
Net % Adjustment		-20%	5%	-20%	0%	0%
Final Adjusted Price		\$360.79	\$312.56	\$378.26	\$339.34	\$365.12
Overall Adjustment		-19%	16%	-10%	15%	19%
Range of Adjusted Prices		\$312.56 - \$378.26				
Average		\$351.21				
Indicated Value		\$350.00				

Land Value Conclusion – Overall Property

Prior to adjustment, the sales reflect a range of \$270.61 - \$446.52 per usable square foot. After adjustment, the range is \$312.56 - \$378.26 per usable square foot, with an average of \$351.21 per usable square foot.

The following is considered when concluding on an appropriate concluding to an appropriate unit rate:

- The overall property contains frontage along Woodward Avenue, East Maple Road, Hamilton Row, and Park Street.
- The property is located on one of the main entry points into downtown Birmingham, generally an area that incurs significantly less pedestrian foot traffic than areas closer to Old Woodward Avenue.
- Sale 5 represents the purchase of the two privately owned parcels that encompasses the subject property. This sale indicates an adjusted unit rate of \$365/SF and required the largest market condition adjustment since it is the oldest transaction.
- The property will require an estimated demolition cost of \$50,000 as it relates to the current improvements on the site.

Based upon the foregoing, a concluded unit near the adjusted midpoint is considered appropriate and arrive at a land value conclusion as follows:

Value Conclusion - Overall Property

Indicated Value per Usable Square Foot	\$350.00
Subject Usable Square Feet	21,475
Indicated Value	\$7,516,278
Adjustments	
Less: Demolition	-\$50,000
Total Adjustments	-\$50,000
Indicated Value	\$7,466,278
Rounded	\$7,500,000

Land Value Conclusion – Parcel #19-25-456-043

Parcel #19-25-456-043 is currently owned by the City of Birmingham and contains 3,223 SF or 0.07 acres, which represents roughly 15% of the overall property. This parcel encompasses the northwest portion of the overall property and situated on the south side of Hamilton Road, just west of Woodward Avenue.

Even though this parcel can be viewed as the “backside” of the overall property, this parcel still contributes to the functional utility and buildability of the overall site, equally in respect to the other areas, and also allows the proposed project to maximize buildable area. As such, this portion is as valuable as other portions of the overall property.

Therefore, to calculate a market value of parcel #19-25-456-043, an allocation calculation will be conducted based upon corresponding land areas.

The overall property contains a total land area of 21,475 SF, while parcel #19-25-456-043 contains a land area of 3,223 SF or 15% of the overall property. The following table summarizes the market value calculation of parcel #19-25-456-043.

Land Value Conclusion - Parcel #19-25-456-043

Component		Market Value
Overall Property		\$7,500,000
Allocation Factor @	15%	
Parcel #19-25-456-043		\$1,100,000 (rounded)

Reconciliation and Conclusion of Value

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable, and are not used.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

Value Conclusions

Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is - Overall Property	Fee Simple	December 1, 2021	\$7,500,000
Market Value As Is - Parcel 19-25-456-043	Fee Simple	December 1, 2021	\$1,100,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None.

The value conclusion(s) in this report consider the impact of COVID-19 on the subject property.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local market, it is our opinion that the probable exposure time for the subject at the concluded market value stated previously is 12 months.

Marketing Time

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject is likely to be the same as the exposure time. Accordingly, we estimate the subject's marketing period at 12 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Constantino G. Naoum made a personal inspection of the property that is the subject of this report. Anthony Sanna, MAI, CRE, has personally inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Anthony Sanna, MAI, CRE, has completed the continuing education program for Designated Members of the Appraisal Institute.

15. In Michigan, appraisers are required to be licensed/certified and are regulated by the Michigan Department of Licensing and Regulatory Affairs, 611 West Ottawa, P. O. Box 30018, Lansing, Michigan, 48909.



Constantino G. Naoum
Michigan Certified General Real Estate Appraiser
#1205068135



Anthony Sanna, MAI, CRE
Michigan Certified General Real Estate Appraiser
#1205001324

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
5. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during

- the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
 19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
 20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Detroit, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
 21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
 22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
 23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
 24. IRR - Detroit is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Detroit. In addition, it is expressly agreed that in any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the



- fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.
25. IRR - Detroit is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None.
-

Addendum A

Appraiser Qualifications



Constantino G. Naoum

Experience

Mr. Naoum, Director, is a Certified General Real Estate Appraiser who has been actively involved with appraisal and advisory services since 1995.

Mr. Naoum has extensive knowledge in a number of commercial property types including land development, manufactured housing communities, office buildings, medical office buildings, golf courses, single-and multi-tenant retail centers, multifamily and vacant land parcels. Mr. Naoum is highly proficient at Argus and has extensive experience working on very large multi-tenant office buildings with Life Insurance Companies, Conduits, and Conventional Lenders. Mr. Naoum also has extensive experience in litigation support including rezoning cases, tax appeals, divorce proceedings, partnership disputes, and right-of-way assignments.

Professional Activities & Affiliations

Appraisal Institute: Associate Member

Licenses

Michigan, Certified General Real Estate Appraiser, 1205068135, Expires July 2023

Education

Bachelor of Science in Business Administration, Major Finance

Masters of Business Administration, Major Finance, Wayne State University, Detroit, Michigan

Successfully completed numerous real estate related courses and seminars sponsored by the Appraisal Institute, including:

- Real Estate Appraisal Principles
- Real Estate Appraisal Procedures
- Basic Income Capitalization
- General Applications
- USPAP A & 420 USPAP B
- Advanced Income Capitalization
- Highest and Best Use
- Advanced Sales Comparison & Cost Approaches

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GRETCHEN WHITMER
GOVERNOR

Q009314

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

CERTIFIED GENERAL APPRAISER
LICENSE

CONSTANTINO NAOUM



LICENSE NO.
1205068135

EXPIRATION DATE
07/31/2023

AUDIT NO.
3481356

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Anthony Sanna, MAI, CRE

Experience

Mr. Sanna, Executive Director has actively counseled and advised clients on issues relating to the sale, leasing, valuation, management, and development of commercial real estate assets since 1989. Mr. Sanna served as the Managing Director of IRR Detroit from 2003-2018.

He has a diversified background in real estate with primary emphasis in the areas of valuation for investment property, institutional assets, portfolio asset management and complex real estate issues. Conversely, Mr. Sanna continually manages a re-occurring volume of traditional mortgage loan appraisal work on all varieties of properties, large and small, focusing on core real estate assets including hotel, office, industrial, retail, and multifamily properties.

Mr. Sanna has extensive consulting and valuation experience relating to corporate and private clients on an array of issues pertaining to estate and property trust matters, partnership disputes, air rights, partial and fractional interests, contract disputes, and mediation/arbitration disputes. Mr. Sanna's experience in these matters provides clients with a well-rounded framework for valuation and consulting solutions.

Professional Activities & Affiliations

Appraisal Institute, Member (MAI)

Counselor of Real Estate (CRE)

Board of Director: Integra Realty Resources - 2005-2008; 2012-2017 and 2019-Current

Board of Director: Commercial Board of Real Estate - Michigan Chapter

Licenses

Michigan, Certified General Real Estate Appraiser, 1205001324, Expires July 2023

Education

Bachelor of Science (Business Administration) Wayne State University

Appraisal Institute Courses:

- Principals of Real Estate Appraisal
- Procedures of Real Estate Appraisal
- Uniform Standards of Professional Practice
- Basic Income Capitalization
- Advanced Income Capitalization
- Report Writing
- Advanced Applications/Case Studies

Qualified Before Courts & Administrative Bodies

Qualified expert witness before the Michigan Tax Tribunal, various Circuit Courts, planning boards, commissioner hearings and County Tax Boards.

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DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

Q036206

CERTIFIED GENERAL APPRAISER
LICENSE

ANTHONY SANNA



LICENSE NO.
1205001324

EXPIRATION DATE
07/31/2023

AUDIT NO
3488062

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About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com



Addendum B

IRR Quality Assurance Survey



IRR Quality Assurance Survey

We welcome your feedback!

At IRR, providing a quality work product and delivering on time is what we strive to accomplish. Our local offices are determined to meet your expectations. Please reach out to your local office contact so they can resolve any issues.

Integra Quality Control Team

Integra does have a Quality Control Team that responds to escalated concerns related to a specific assignment as well as general concerns that are unrelated to any specific assignment. We also enjoy hearing from you when we exceed expectations! You can communicate with this team by clicking on the link below. If you would like a follow up call, please provide your contact information and a member of this Quality Control Team will call contact you.

Link to the IRR Quality Assurance Survey: quality.irr.com

Addendum C

Definitions

Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), unless otherwise noted.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date

1. The date on which the appraisal or review opinion applies.
2. In a lease document, the date upon which the lease goes into effect.

Entitlement

In the context of ownership, use, or development of real estate, governmental approval for annexation, zoning, utility extensions, number of lots, total floor area, construction permits, and occupancy or use permits.

Entrepreneurial Incentive

The amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called *developer's*

profit) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. The amount of entrepreneurial incentive required for a project represents the economic reward sufficient to motivate an entrepreneur to accept the risk of the project and to invest the time and money necessary in seeing the project through to completion.

Entrepreneurial Profit

1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.
2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (ISV)

3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

Lease

A contract in which rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.



Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Addendum D

Property Information **Municipal Records**



35075 WOODWARD AVE BIRMINGHAM MI 48009-0933**19-25-456-014****Commercial and Industrial Property Profile**

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

Owner Information

Owner(s) : SELECT COMMERCIAL ASSETS HOSPITALITY LLC
 Mailing Address : 8469 WARWICK GROVES CT GRAND BLANC MI 48439-7426

Location Information

Site Address : 35075 WOODWARD AVE BIRMINGHAM MI 48009-0933
 PIN : 19-25-456-014 Neighborhood Code : CRS
 Municipality : City of Birmingham
 School District : 63010 BIRMINGHAM CITY SCHOOL DIST
 Use : 201 Commercial - Improved
 Water Indicator : Y Sewer Indicator : Y
 Well Indicator : N Septic Indicator : N

Property Description

T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 21 LOT 40 EXC W 34 FT

Most Recent Sale Since 1994

Date : 07/22/2015
 Amount : \$5,600,000 Liber : 48799:091
 Grantor : BIRMINGHAM Grantee : SELECT COMMERCIAL
 PROPERTY ASSETS HOSPITALITY

Next Most Recent Sale

Date : 03/08/2006
 Amount : \$1 Liber : 37274:343
 Grantor : PAPA ZIAN, MARK S
 MULLINS, DEBORAH Grantee : BIRMINGHAM
 PROPERTY

Tax Information

Taxable Value : \$227,760 State Equalized Value : \$277,470
 Current Assessed Value : \$277,470 Capped Value : \$227,760
 Effective Date For Taxes : 12/01/2021 Principal Residence Exemption : 0%
2020 Taxes **2021 Taxes**
 Summer : \$9,917.74 Summer : \$9,902.22
 Winter : \$2,433.35 Winter : \$2,463.81
 Village : Village :

Lot Information

Description : LEVEL Acres : 0.106

35075 WOODWARD AVE BIRMINGHAM MI 48009-0933**19-25-456-014****Commercial and Industrial Property Profile**

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

Building/Section 1			
Building	: 1	Used As	: Restaurants
Year Built	: 1954	Effective Year	: 1977
Class	: C	Quality	: Low Cost
No of Stories	: 1	Height Per Story (feet)	: 11
Avg Square Feet	: 949	Elevators	: N
Sprinklers	: N	Identical Units	: 1
Total Building Square Footage	: 949		

No lump sum improvements Data Available for Building/Section1

Building/Section 1 Yard Adjustments			
Description	: Paving (Asphalt)		
Square Feet	: 3,583	Units	: 08

35001 WOODWARD AVE BIRMINGHAM MI 48009-0933**19-25-456-037****Commercial and Industrial Property Profile**

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

Owner Information

Owner(s) : SELECT COMMERCIAL ASSETS HOSPITALITY LLC
 Mailing Address : 8469 WARWICK GROVES CT GRAND BLANC MI 48439-7426

Location Information

Site Address : 35001 WOODWARD AVE BIRMINGHAM MI 48009-0933
 PIN : 19-25-456-037 Neighborhood Code : CVL
 Municipality : City of Birmingham
 School District : 63010 BIRMINGHAM CITY SCHOOL DIST
 Use : 202 Commercial - Vacant
 Water Indicator : Y Sewer Indicator : Y
 Well Indicator : N Septic Indicator : N

Property Description

T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 21 LOTS 1, 2 & 3, ALSO PART OF LOTS 4 & 5, ALSO PART OF VAC ALLEY ALL DESC AS BEG AT PT DIST N 18-50-30 W 23.13 FT FROM SE COR OF LOT 1, TH S 34-32-10 W 23.86 FT, TH S 87-54-50 W 47.66 FT, TH ALG CURVE CONCAVE NELY, RAD 57 FT, CHORD BEARS N 64-29-25 W 52.81 FT, DIST OF 54.91 FT, TH N 01-48-10 W 135.76 FT, TH N 88-16-35 E 34.77 FT, TH N 88-17-00 E 31 FT, TH S 18-40-40 E 30.80 FT, TH S 18-50-30 E 116.06 FT TO BEG 2-1-99 CORR

Split/Combination Information

Added Status : Added Parcel
 Added Date : 11/21/1974 Added To : FROM 25-456-013/015/016/033

Most Recent Sale Since 1994

Date : 07/22/2015
 Amount : \$5,600,000 Liber : 48799:091
 Grantor : BIRMINGHAM PROPERTY Grantee : SELECT COMMERCIAL ASSETS HOSPITALITY

Next Most Recent Sale

Date : 10/28/2003
 Amount : \$1,925,000 Liber : 31817:735
 Grantor : SUN COMPANY INC Grantee : BIRMINGHAM PROPERTY

Tax Information

Taxable Value : \$431,880 State Equalized Value : \$527,810
 Current Assessed Value : \$527,810 Capped Value : \$431,880
 Effective Date For Taxes : 12/01/2021 Principal Residence Exemption : 0%
2020 Taxes **2021 Taxes**
 Summer : \$17,931.98 Summer : \$17,754.43
 Winter : \$4,614.10 Winter : \$4,671.92
 Village : Village :

Lot Information

Description : LEVEL Acres : 0.313

No property address available

beds / full baths / half baths / sq ft

**Residential Property Profile**

19-25-456-043

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

Owner Information

Owner(s) : CITY OF BIRMINGHAM
 Postal Address : PO BOX 3001 BIRMINGHAM MI 48012-3001

Location Information

Site Address : No property address available
 PIN : 19-25-456-043 Neighborhood Code : MEX
 Municipality : City of Birmingham
 School District : 63010 BIRMINGHAM CITY SCHOOL DIST
 Class Code : 402 Residential - Vacant

Property Description

T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 21 PART OF LOTS 39 & 40 BEG AT PT DIST S 82-23-50 W 39.80 FT FROM NE COR OF LOT 40, TH S 04-11-54 E 86.88 FT, TH S 88-37-29 W 26.62 FT ALG S LINE OF LOT 40, TH ALG E LINE OF PARK ST ALG CURVE TO LEFT, RAD 356 FT, CHORD BEARS N 22-04-01 W 71.74 FT, DIST OF 71.86 FT, N 26-19-07 E 17.35 FT, TH N 82-23-50 E 39.86 FT TO BEG

Split/Combination Information

Added Status : Added Parcel
 Added Date : 08/04/1982 Added From : FROM -036

No Sales Since 1994**Tax Information**

Taxable Value : State Equalized Value :
 Current Assessed Value : Capped Value :
 Effective Date For Taxes : 12/01/2021 Principal Residence : N/A
 Exemption Type
 Summer Principal : 0% Winter Principal Residence : 0%
 Residence Exemption Exemption Percent
 Percent

2020 Taxes		2021 Taxes	
Summer	: \$0.00	Summer	: \$0.00
Winter	: \$0.00	Winter	: \$0.00
Village	:	Village	:

Lot Information

Description : LEVEL Area : 0.074 ACRES

Addendum E

Comparable Data

Location & Property Identification

Property Name:	Restoration Hardware
Sub-Property Type:	Commercial
Address:	300 S. Old Woodward Ave.
City/State/Zip:	Birmingham, MI 48009
County:	Oakland
Market Orientation:	CBD
Property Location:	SWC Old Woodward & Brown, S. of Maple
IRR Event ID:	2750010



Sale Information

Sale Price:	\$9,000,000
Effective Sale Price:	\$9,100,000
Sale Date:	09/01/2021
Sale Status:	Closed
\$/SF GBA:	\$216.05
\$/SF NRA:	\$216.05
\$/Acre(Gross):	\$19,448,600
\$/Land SF(Gross):	\$446.52
\$/Acre(Usable):	\$19,448,600
\$/Land SF(Usable):	\$446.52
\$/Land SF(Potential):	\$216.05
Grantor/Seller:	Various
Grantee/Buyer:	n/a
Property Rights:	Fee Simple
Financing:	Cash to seller
Terms of Sale:	Arm's Length
Verified By:	Constantino G. Naoum
Verification Date:	12/01/2021
Verification Type:	Confirmed-Confidential

Sale Analysis

Other Adj.:	\$100,000
Adjust. Comments:	Demo Costs

Improvement and Site Data

Legal/Tax/Parcel ID:	19-36-204-027
GBA-SF:	42,120
NRA-SF:	42,120
Acres(Usable/Gross):	0.47/0.47
Land-SF(Usable/Gross):	20,380/20,380
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Level
Frontage Feet:	200
Frontage Desc.:	Old Woodward, 101.90' on Brown & Daines
Bldg. to Land Ratio FAR:	2.07
Zoning Code:	B-2 w/ D4 overlay
Zoning Desc.:	General Business
Utilities Desc.:	All Available
Source of Land Info.:	Public Records

Comments

Proposed to be improved with Restoration Hardware, which will contain three=stories, rooftop terrace, and lower level parking. The finished building area will contain 42,120 SF, while the rooftop terrace will contain an additional open area of 7,000 SF. The lower level garage contains an additional 16,643 SF and will accommodate 24 spaces.

The property is zoned to allow five stories, with the top floor requiring to be a residential unit. The proposed plan will only contain three stories above grade, excluding the

Comments (Cont'd)

rooftop terrace. This sale and quoted land area only relates to the purchase of the parcels that will house the Restoration Hardware structure. The purchaser secured additional land to the west of this property during the same timeframe for a proposed multifamily use, however, that was a separate transaction and not relevant to this sale

Location & Property Identification

Property Name:	Office Property
Sub-Property Type:	Commercial
Address:	460 N. Old Woodward
City/State/Zip:	Birmingham, MI 48009
County:	Oakland
Market Orientation:	Suburban
Property Location:	E/S N. Old Woodward
IRR Event ID:	2155207



Sale Information

Sale Price:	\$1,450,000
Effective Sale Price:	\$1,500,000
Sale Date:	09/04/2018
Sale Status:	Closed
\$/Acre(Gross):	\$11,792,453
\$/Land SF(Gross):	\$270.61
\$/Acre(Usable):	\$11,792,453
\$/Land SF(Usable):	\$270.61
\$/Building SF:	\$125.00
Grantor/Seller:	Junior League of Birmingham
Grantee/Buyer:	460 Parkview, LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Terms of Sale:	Arm's Length
Verified By:	Constantino G. Naoum
Verification Date:	11/09/2018
Confirmation Source:	Purchaser- Ron Boji
Verification Type:	Confirmed-Buyer

Acres(Usable/Gross):	0.13/0.13
Land-SF(Usable/Gross):	5,543/5,543
Usable/Gross Ratio:	1.00
Potential Building SF:	12,000
Shape:	Rectangular
Topography:	Level
Frontage Feet:	46
Frontage Desc.:	N. Old Woodward
Zoning Code:	B-1
Zoning Desc.:	Neighborhood Business w/ D-2 Overlay
Utilities Desc.:	All Available
Source of Land Info.:	Public Records

Comments

Property contains a one-story building (2,251 SF) which will be demolished to allow redevelopment of the site. The property is proposed for a mixed-use development which will include a restaurant on the first floor, office on the second floor, and two residential units on the third floor. The building is expected to contain 12,000 SF. A basement level will also be included to provide storage for the restaurant, which is not included in the GBA.

Property zoned B-1, which allows various commercial uses, with a D-2 overlay district which allows a maximum building height of 3-stories with top floor consisting of residential condo. Formerly contained a building containing 2,251 SF.

Sale Analysis

Other Adj.:	\$50,000
Adjust. Comments:	Demo Costs

Improvement and Site Data

Legal/Tax/Parcel ID:	19-25-330-008
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Location & Property Identification

Property Name:	Redevelopment Property
Sub-Property Type:	Commercial
Address:	469-479 S. Old Woodward Ave.
City/State/Zip:	Birmingham, MI 48009
County:	Oakland
Market Orientation:	CBD
Property Location:	W of Woodward / S of Maple / N of 14 Mile
IRR Event ID:	2197697



Sale Information

Sale Price:	\$7,250,000
Effective Sale Price:	\$7,400,000
Sale Date:	06/23/2017
Sale Status:	Closed
\$/Acre(Gross):	\$18,226,601
\$/Land SF(Gross):	\$418.43
\$/Acre(Usable):	\$18,226,601
\$/Land SF(Usable):	\$418.43
Grantor/Seller:	E G Partners & Mountain King Prop
Grantee/Buyer:	Birmingham Tower PTR
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller
Terms of Sale:	Arm's Length
Verified By:	Constantino G. Naoum
Verification Date:	02/04/2019
Verification Type:	Secondary Verification

Legal/Tax/Parcel ID:	19-36-208-012 & 19-36-208-011
Acres(Usable/Gross):	0.41/0.41
Land-SF(Usable/Gross):	17,685/17,685
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Level
Corner Lot:	Yes
Frontage Feet:	80
Frontage Desc.:	Old Woodward, 88' on Woodward, 212' on Hazel
Zoning Code:	B-3
Zoning Desc.:	Office-Residential District with a D-4 Overlay
Utilities Desc.:	All Available
Source of Land Info.:	Public Records

Sale Analysis

Other Adj.:	\$150,000
Adjust. Comments:	Demolition Costs

Improvement and Site Data

Comments

Reportedly buyer is trying to secure a 10 story building on the property.

Contains two parcels. An old vacant bank and an old vacant restaurant, containing a combined building area of 13,500 SF.

Location & Property Identification

Property Name:	Redevelopment Property
Sub-Property Type:	Commercial
Address:	361 E. Maple Rd.
City/State/Zip:	Birmingham, MI 48009
County:	Oakland
Market Orientation:	Suburban
Property Location:	N/S of E. Maple Rd., W. of Woodward Ave.
IRR Event ID:	1462409



Sale Information

Sale Price:	\$650,000
Effective Sale Price:	\$650,000
Sale Date:	10/28/2016
Sale Status:	Closed
\$/SF GBA:	\$65.00
\$/SF NRA:	\$65.00
\$/Acre(Gross):	\$12,845,850
\$/Land SF(Gross):	\$295.08
\$/Acre(Usable):	\$12,845,850
\$/Land SF(Usable):	\$295.08
\$/Land SF(Potential):	\$65.00
Grantor/Seller:	Seth E. Walker & Co., LLC
Grantee/Buyer:	361 E Maple, LLC
Property Rights:	Fee Simple
Terms of Sale:	Cash
Recording No.:	Purchase Agreement
Verified By:	Constantino G. Naoum
Verification Date:	05/01/2017
Confirmation Source:	Purchase Agreement
Verification Type:	Confirmed-Buyer

NRA-SF:	10,000
Acres(Usable/Gross):	0.05/0.05
Land-SF(Usable/Gross):	2,202/2,202
Usable/Gross Ratio:	1.00
Frontage Feet:	20
Frontage Desc.:	E. Maple Road
Bldg. to Land Ratio FAR:	4.54
Zoning Code:	B-4 w/ D4 overlay
Zoning Desc.:	Business-Residential
Utilities Desc.:	All Available
Source of Land Info.:	Public Records

Comments

The buyer purchased the property to construct a multi-story office building in the near future. The current building was vacant at the time of sale.

Property is located in the Downtown Birmingham Overlay District (D4) which allows upwards of five stories. The property contains a 2,000 SF, one-story, office building constructed in 1946 that could be incorporated into a future redevelopment of the site. Based upon lot dimensions, and assuming not setbacks required, the property could accommodate a 10,000 SF structure.

Improvement and Site Data

MSA:	Detroit-Warren-Dearborn, MI
Legal/Tax/Parcel ID:	19-25-456-027
GBA-SF:	10,000

Location & Property Identification

Property Name:	The Maple
Sub-Property Type:	Commercial
Address:	35001 Woodward Ave.
City/State/Zip:	Birmingham, MI 48009
County:	Oakland
Market Orientation:	Suburban
Property Location:	NWC Woodward Ave. & Maple Rd.
IRR Event ID:	623453



Sale Information

Sale Price:	\$5,600,000
Effective Sale Price:	\$5,600,000
Sale Date:	06/22/2015
Listing Price:	\$5,900,000
Sale Status:	Closed
\$/SF GBA:	\$54.92
\$/SF NRA:	\$54.92
\$/Acre(Gross):	\$13,365,155
\$/Land SF(Gross):	\$306.82
\$/Acre(Usable):	\$13,365,155
\$/Land SF(Usable):	\$306.82
\$/Land SF(Potential):	\$54.92
Grantor/Seller:	Birmingham Property LLC
Grantee/Buyer:	Select Commercial Assets Hospitality, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Terms of Sale:	Arm's Length
Verified By:	Constantino G. Naoum
Verification Date:	10/20/2016
Confirmation Source:	Daniel Morse, CBRE, 248-353-5400
Verification Type:	Confirmed-Seller Broker

MSA:	Detroit-Warren-Livonia, MI Metropolitan Statistical Area
Legal/Tax/Parcel ID:	19-25-456-037 & 19-25-456-014
GBA-SF:	101,970
NRA-SF:	101,970
Acres(Usable/Gross):	0.42/0.42
Land-SF(Usable/Gross):	18,251/18,251
Usable/Gross Ratio:	1.00
Shape:	Irregular
Topography:	Level
Corner Lot:	Yes
Bldg. to Land Ratio FAR:	5.59
Zoning Code:	B-4
Zoning Desc.:	Business Residential (D4 Overlay)
Utilities Desc.:	All Available
Source of Land Info.:	Public Records

Comments

The property is situated in the D4, Downtown Birmingham Overlay district, which allows upwards of 5 stories. The property will be improved with a five-story building which will have retail on the first floor, office suites on the second floor, and residential units on floors 3-5 (25 units). The total building area of these components is 101,970 SF, which excludes the two lower levels of parking area which will contain an additional

Improvement and Site Data

Comments (Cont'd)

area of 48,732 and will accommodate 82 parking spaces.

Hunter House is currently operating on a portion of the site and any future development would require the delivery of a "white cube" to them and they would have 6 months to complete their renovation before rent commences, per the broker.

Sunoco cleaned the former gas station site; the listing broker says the site no longer has environmental issues.

Addendum F
Engagement Letter



Integra Realty Resources
Detroit

400 West Maple Road
Suite 100
Birmingham, MI 48009

T 248.940.0040
F 248.540.8239
www.irr.com



November 8, 2021

Mary Kucharek
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Via Email: Mkucharek@bhlaw.us.com

SUBJECT: Proposal/Authorization for Valuation and Consulting Services
Vacant Land
N/W/C of Woodward and Maple Road
Birmingham, Oakland, MI 48009

Dear Ms. Kucharek:

Integra Realty Resources – Detroit (“Integra – Detroit”), appreciates the opportunity to provide this proposal for valuation and counseling services to City of Birmingham (the “Client”) for the above-captioned Property.

It is our mutual understanding that the purpose of this appraisal is to provide an opinion of the market value of the fee simple estate in the Subject Property (land parcel) and that the intended use of the report is for internal consulting purposes and possible negotiations. It is our understanding that the scope of work will include a valuation of the underlying land and an appropriate lease rate for the portion owned by the City to be offered for long-term lease as part of development plan for this site.

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.



Mary Kucharek
City of Birmingham
November 8, 2021
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The appraisal will be in conformance with and subject to, the Standards of Professional Practice and Code of Ethics of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The appraisal is also prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

The appraisal will consider all applicable approaches to value as determined during the course of our research, analysis and reporting.

Our fee for this assignment will be \$4,450. The retainer for this assignment will be waived. The report will be completed and delivered to you within 30 days from our receipt of this fully executed engagement letter.

Additional fees will be charged on an hourly basis for any work which exceeds the scope of this proposal, including performing additional valuation scenarios, and/or additional research.

The terms of **ATTACHMENT I** and **ATTACHMENT II** which apply to this engagement are hereby incorporated by reference.

We have been provided property information relative to this assignment and we are satisfied with the items received and can complete the appraisal with the information received.

The appraisal report will be limited by our standard Assumptions and Limiting Conditions and any Extraordinary Assumptions and Limiting Conditions, which become apparent or necessary during the course of the assignment. A copy of the standard Assumptions and Limiting Conditions is set forth in **ATTACHMENT III**.

The purpose of the appraisal report is to estimate the market value of the Subject Property on behalf of the Client as the intended user of the appraisal report. The intended use of the appraisal report is to assist the Client in evaluating the Subject Property for internal consulting purposes. Without first obtaining our prior written consent, the use of the appraisal report by anyone other than the Client is prohibited. Accordingly, the appraisal report will be addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal reports (even if their reliance was foreseeable).

In the event the Client provides a copy of this appraisal to, or permits reliance thereon by, any person or entity not authorized by Integra – Detroit, the Client agrees to indemnify and hold harmless Integra – Detroit, its affiliates and its shareholders, directors, officers and employees,

Mary Kucharek
City of Birmingham
November 8, 2021
Page 3 of 13

from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the review appraisal by any such unauthorized person or entity.

If the appraisal is referred to or included in any offering material or prospectus, the appraisal shall be deemed referred to or included for informational purposes only and Integra – Detroit, its employees and the appraisers have no liability to such recipients. Integra – Detroit disclaims any and all liability to any party other than the Client which retained Integra – Detroit to prepare the appraisal.

If this proposal is acceptable, please authorize us to proceed by executing this letter agreement where noted below, initial all attachments where indicated in the lower right-hand corner, and returning one copy to the undersigned. Thank you for considering us for this assignment and we look forward to working with you. Please call if you wish to discuss this proposal or the assignment any further.

Sincerely,

INTEGRA REALTY RESOURCES – DETROIT



Anthony Sanna, MAI, CRE
Executive Director

AGREED & ACCEPTED THIS 11 DAY OF November, 2021.

BY: City of Birmingham



AUTHORIZED SIGNATURE

Jana Ecker

NAME (PRINT)

Planning Board Minutes
January 9, 2019

F. COMMUNITY IMPACT STUDY ("CIS") AND PRELIMINARY SITE PLAN REVIEW

1. 35001 Woodward Ave. (Hunter House and vacant parking lot)
Request for approval of new five-story mixed use building with hotel, retail and residential uses (postponed from December 12, 2018)

The Chairman explained the CIS is an opportunity for the developer to provide answers to questions that help the Planning Board to understand how the proposed development might impact the community. That is something the board would either accept, decline, or postpone. The Preliminary Site Plan is a separate approval. It is the first step that is needed for the applicant to move forward with the project.

Ms. Ecker clarified that the subject site has a total land area of 0.5 acres which is made up of three parcels, 35001 Woodward Ave., 35075 Woodward Ave. and a surface parking lot that is owned by the City. The sites along Woodward Ave. are owned by Select Commercial Assets Hospitality, LLC. The owner of that property is Dr. Gayare, who is the applicant tonight and who has the right to seek approval for development on the property containing both sites. As part of his request he is asking that the City consider allowing him to develop a piece of City property.

Whenever someone is seeking to use City property they also need to enter into a Lease Agreement with the City. The applicant is proposing to continue to use the City parcel that currently is rented out for parking. They are also looking to lease some property in the right-of-way from the City.

CIS

Ms. Ecker recalled from the December meeting that main thing that was outstanding was with regard to the traffic study. The City's Traffic Consultant, F&V, had not had a chance to fully review all of the traffic information. At this time the City has a letter dated January 4 from F&V indicating they would recommend that the Planning Board accept the Traffic Study with the condition that a detailed special event operations plan be completed prior to obtaining a Certificate of Occupancy for the building. That would ensure that the hotel will have enough valets and enough time to take the cars over to a parking structure so that they don't queue up too far on Park St. and spill onto Maple Rd. If they do that it causes congestion moving onto Woodward Ave.

In response to Mr. Boyle, Ms. Ecker advised that F&V would review and approve the special event operations plan and then it would be brought back to the Planning Board

as an addendum to the CIS as an offshoot of the Traffic Impact Study. The valet stand also has to be approved through the City. Any use of City parking spaces needs to be reviewed and approved by the City Commission.

Mr. Koseck inquired whether the Traffic Consultant is confident that there is a valet plan that would work. It seems to him the two parking structures that would likely serve this development are often tapped out.

Ms. Kroll answered that was one of her concerns. The Peabody and Park St. garages have been at capacity during the middle of the day. So if there was a banquet that occurred during the middle of the day there would probably be some issues. In that case she would want the hotel to outline where they propose to park their vehicles if the garages are full. For an evening event the two garages have plenty of capacity. In addition, the amount of time it takes for a valet to park a car needs to be documented in the special event plan. If they are not able to meet the plan then there is a code enforcement issue. There are only three queue spaces, so during a special event the hotel may want to ~~bag~~ **rent** the spaces on the north end of Park for queuing of vehicles.

Responding to Mr. Williams, Ms. Ecker established that the traffic signal currently located at Park / Maple Rd. / Peabody will stay but there will be changes made to the signal timing along with a signal for pedestrians as they cross Park. Maple Rd. traffic west of Peabody / Park is being reduced to a single lane.

It was discussed and Ms. Ecker affirmed that any contractual issues that the operator of the Hunter House and the owner of the land may have between themselves is a private civil matter and is not for this board or the City to adjudicate on, because there is established ownership of the property.

Mr. Kevin Biddison, Biddison Architecture, 320 Martin St. said they are working on operational procedures for queuing, such as hiring additional valets. They will do their best to keep the traffic and queuing out of the intersection. It has been noted that the underground parking that would extend out into the right-of-way might be in conflict with electrical conduits and they are reviewing that with the City. If there is an issue with the utility it is something they will pull back on, but if it is a small item it would be a monetary thing.

The proposed parking spaces that are outlined to service the new Hunter House all meet the 180 sq. ft. requirement. Mr. Biddison explained how deliveries and trash will be handled. The banquet room might accommodate 50 to 60 people at the most, as it is not a huge area. Mr. Boyle said in his opinion that isn't a particularly large space. That is an important issue in order to understand the community impact of the hotel.

Mr. Williams asked Ms. Kroll to comment on existing traffic on Maple Rd. at peak times, leaving the hotel. Ms. Kroll said that presently traffic going westbound on Maple Rd. does not back up into Woodward Ave. Eastbound, it does back up. Mr. Williams did not agree with that analysis because the traffic backs up between Old Woodward Ave. and Peabody, as the lights are not coordinated. The stacking at Peabody and Park is fine but the traffic moving west past Park and past Peabody stacks up. Ms. Kroll said that when an evaluation study for the hotel was made, they evaluated the future conditions with the two-way operations on Park.

Mr. Koseck questioned if there are any tweaks that Ms. Kroll would recommend that would make a better development from a traffic impact standpoint. Ms. Kroll replied her biggest concern is that they really only have space for three vehicles to queue up. During peak times that may not be enough storage space. Ideally if the hotel was located on the Hunter House corner, it would provide better queuing. Further responding to Mr. Koseck, she said that people going south on Woodward Ave. turning onto Hamilton and making a left turn into the Hunter House site is a condition that currently exists. Ms. Ecker pointed out there is no interior connection to get to the hotel site from the Hunter House parking lot. Mr. Koseck thought that generally people would not know that and may turn in to park there.

Chairman Clein opened up discussion from members of the public at 8:05 p.m.

Mr. Kelly Cobb said he is one of the owners of Hunter House along with his mother, Susan, who was also present. Hunter House is one of the oldest businesses in Birmingham as they have been in operation for 67 years. Some of their issues are not in the Planning Board's purview but he highlighted a couple that he thinks are.

To establish background, Mr. Cobb explained he transferred the property to the applicant, and as a part of that transfer there was a purchase agreement outlining certain rights that he retained. That agreement has not been furnished to the City as it is not necessarily within their purview. The agreement gives Hunter House sole discretion and approval rights over what their space looks like and the municipal lot. They have not approved the space, as it was submitted to the City without their knowledge.

Ms. Ecker clarified that regardless of what the agreement says, Hunter House does not have sole discretion over what happens on the City's property.

Mr. Cobb went on to say they have concerns and questions about parking, the same as the City has with traffic. He would appreciate if the City would contract with F&V to come up with a better study than the one proposed. The study assumes that Hunter House needs only 14 spots. Not accounted for in the study is that it would be fair to

presume that Hunter House would need to use another 15 spaces or so in surrounding parking decks. Also not accounted for in the study is the Peabody development. The Peabody assumed a shortage of 57 spots between the Park and the Peabody decks. Add that to the 15 that Hunter House will need and that comes to a deficiency of 87 parking spots.

This raises concerns for them because they already have parking problems. People park in their lot and walk to Downtown. They are also concerned about traffic circulation. Their customers already loop around until they can get a spot to pick up the food from their phone in orders. That activity will increase if their parking shrinks and there is a severe deficiency within the broader area.

There is a statement in the CIS that it appears the Hunter House is not historic, as they have not been registered historic. They believe that they are, and he raised that as a concern for them.

Ms. Ecker clarified on the historic issue that the site or the building is not designated historic within the City of Birmingham, nor have they received an application from either the current or previous owners to consider designating it as such.

Mr. Koseck inquired how Mr. Cobb would change the proposal to meet his needs. Mr. Cobb indicated they have certain minimums of what they are guaranteed in the space, certain discretion on the shape of their building, how the layout would be, and all of those things. They are working with Mr. Biddison to find a solution to that and have not reached agreement over what the space looks like.

Mr. David Hart said he represents Hunter House. He stated the agreement between the two parties is part of the public record at the Oakland County Register of Deeds. It has been recorded since 2007 and perfects the interest of Hunter House.

Ms. Theresa Pelovocian from Bloomfield Hills said she believes that Hunter House is very special to everyone. People can remember countless times going to the Hunter House with their sons or daughters to celebrate some accomplishment. On another note, her daughter has been employed by Hunter House for four years and it has been a phenomenal place for her to work. The kids make good money, pick up great work ethics, and learn to handle themselves with the public. Hunter House is a great place for the community to go.

Motion by Mr. Williams

Seconded by Mr. Koseck to receive and file an e-mail against the project and supporting Hunter House dated January 2019.

Motion carried, 7-0.

VOICE VOTE

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

Nays: None

Absent: Ramin

Mr. Williams announced that he has come to a different conclusion than the Planning Dept. or than F&V. There are a couple of concerns in their report that should be highlighted:

- Based on the parking analysis there is no capacity in either the Park or Peabody parking garage during the day;
- Any vehicle queues that extend beyond a four vehicle storage area will impact the operations of Maple Rd. and potentially the intersection at Woodward Ave.

Missing from the analysis is the single lane traffic heading west on Maple Rd. to Old Woodward Ave. which backs up frequently to beyond Peabody during busy hours. Therefore Mr. Williams said he is not inclined to approve the CIS or the project with this many unanswered traffic and parking issues. Further, he is not satisfied that the issues that the chairman highlighted at the last meeting have been answered adequately.

This situation is exacerbated because the City has to recognize the difficulties of building on this site, most importantly the traffic in this very confined area.

Mr. Koseck observed that anything that is developed on this site will bring in more traffic and have an enormous impact. He was curious how a hotel fits.

Mr. Share observed he is not hearing that the Traffic Consultant needs to do any more work. Secondly, he has never seen in a CIS the suggested condition that the applicant provide a City-approved special event operations plan prior to obtaining a Certificate of Occupancy. He would accept the CIS without that suggested condition but he has some extremely serious reservations about a site plan for this project because of the danger to public safety that the special event use and the valet operation create.

Mr. Boyle was in favor of deleting the requirement in the CIS for a special event operations plan. The appropriate place for that is in the Site Plan Review, along with concerns about traffic movements. He explained that by accepting the CIS it does not mean that the Planning Board is tacitly accepting this development. Chairman Clein added that he also doesn't want it inferred that by accepting the CIS the board is accepting the Traffic Study because they are clearly not.

Mr. Jeffares said that the Master Plan Downtown calls for a sister building to the Greenleaf Trust building on this site. If they were to develop an office building there would be the condition of many people leaving at the exact same time, all trying to get out onto Woodward Ave. If that is the alternative, to him that use would be far worse.

Motion by Mr. Boyle

Seconded by Mr. Jeffares to ACCEPT the Community Impact Study as provided by the applicant for the proposed development at 35001 & 35075 Woodward, The Maple, with the following conditions:

- 1) Applicant must provide a City-approved special event operations plan at the same time as completing the Final Site Plan Review process;**
- 2) Applicant must provide mitigation strategies for control of noise vibration and dust;**
- 3) Applicant will be required to bury all utilities on the site;**
- 4) Applicant must distinguish an area for the separation and storage of recycling;**
- 5) Applicant must conform to the streetscape design as outlined in the new E. Maple Rd. streetscape project;**
- 6) Applicant provide information on all life safety issues and Fire Dept. approval, as well as details on the proposed security system provided to and approved by the Police Dept.; and**
- 7) Applicant must address the concerns of all City Depts.**

Amended by Mr. Share

And accepted by the makers of the motion to replace 1) as follows: Applicant must submit for approval by the Planning Board at the same time as completing the Final Site Plan Application process a special event operations plan approved by the City Police Dept. after consultation with the City's Traffic Consultant.

No one from the public wished to comment on the motion at 8:40 p.m.

Motion carried, 6-1.

ROLLCALL VOTE

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

Nays: Williams

Absent: Ramin

The chairman noted that a number of issues have been raised during the CIS process that make him uncomfortable with moving forward with the Preliminary Site Plan this evening.

Mr. Williams agreed. The Planning Board has pointed out the unresolved issues that need to be addressed. Additionally, he feels that the Parking Assessment District with its impact on this particular property requires City attention. However, this problem exists whether this or any other significant development goes through.

Mr. Jeffares commented that the amount of time required to get into a deck is significantly longer than it used to be because of the queuing. A valet would have to wait behind people who are having trouble getting through with their card.

Ms. Whipple-Boyce expressed her concerns:

- She would like to see an internal floor plan for the retail level in order to better understand how the banquet area will be used. She thinks a lot more than 60 people will be using that space and that has a direct impact on the queuing of vehicles that are arriving;
- She wondered if keeping the Hunter House building has ever been considered because it is such an iconic structure.

Mr. Boyle made a couple of points:

- The board should know what the City intends to do in that area. He wanted to see the plan for turning Park into two-way, what the parking will be, and how long cars are going to wait;
- He is frustrated that so much emphasis is being placed on parking and designing around parking. This is not how it should be done. Also, the Hunter House states they need parking, yet they take four spaces in their lot to park their vans. Why not shift them farther away and release the parking spaces? They could also make arrangements to shuttle people back and forth for an event and include that in the plan.

Mr. Share observed that on Page 3 of the developer's December 31 traffic report, it states that the banquet facility will have a capacity of 150 to 200 guests.

Mr. Koseck did not think the site plan goes far enough beyond the limits of the site. His further thoughts were:

- Whether turning Park into a two-way street is still the right thing today just because it was someone's idea 20 years ago in the Downtown 2016 Master Plan. If he is going south on Park, where is he going;
- The 20 ft. parking zone will need a variance, but also it is a planning issue and he will have to be convinced that it is good planning.

Motion by Mr. Share

Seconded by Mr. Williams to postpone the Preliminary Site Plan for 35001 Woodward Ave. (Hunter House and vacant parking lot) to February 27, 2019.

Motion carried, 7-0.

VOICE VOTE

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

Nays: None

Absent: Ramin

**Planning Board Minutes
May 22, 2019**

E. Request for Preliminary Site Plan Review

1. 35001 Woodward – The Maple – Request for approval of a Preliminary Site

Plan to permit the construction of a five story hotel building (Postponed from February 27, 2019).

Planning Director Ecker presented the item.

Planning Director Ecker confirmed:

- City Engineer O'Meara has said the applicant's proposed plans for Park Street would not interfere with the City's plans for Park Street.
- The applicant has amended their plans to make them consistent with the City's plans for Maple.
- The applicant is required to have three loading spaces based on use and square footage of building. The spaces are required to be 40 feet long, 12 feet wide, and 14 feet in height.
- The traffic consultant has reviewed the most current plans. The three parking spaces further to the north have also been removed so the hotel may stack cars there if necessary.

Mr. Williams noted that the three spaces to the north which were removed were in front of retail establishments.

Kevin Biddison, architect, told the PB that he had met with the City's Engineering and Planning Departments multiple times in the past month and that the project had undergone a number of adjustments in order to come further into alignment with the City's requirements. He continued:

- The double-banked loading zone would allow the applicant to stack up to 10 cars if needed. Such circumstances would only be likely to occur in the daytime hours.
- The garage door width will be reduced to 25 feet from 30 feet as required.
- The applicant would be more than willing to add the additional tree necessary if the arborist signs off on it. The applicant will also add the additional street lamp required.
- Additional lighting will be added around the building once the building is built and the first round of lighting is installed to illuminate any remaining darker areas.

- The vertical aluminum fins with LED lighting at Maple and Park and Maple and Woodward are being installed to provide visual interest and are cut back into the stone so they will not project into the right-of-way.

Mr. Williams suggested adding the operations plan with the City onto the list of conditions for preliminary. He also cited his previous 'No' vote on the CIS due to safety concerns, and commended the applicant for their efforts towards making the project safer through improved traffic flow and valet parking.

Mr. Koseck agreed with Mr. Williams, saying the applicant had come a long way in terms of improvements made to safety and traffic flow. He also said the hotel would likely need vestibules within the building, but that as long as they were interior it would not affect the site plan.

In reply to a query by Mr. Koseck, Mr. Biddison said the parking spaces on Hamilton are part of the conversation with the Hunter House Group. In addition, there are stairs on the Hamilton side of the building which would allow Hunter House patrons access to some of the additional spaces below grade.

Mr. Koseck said the retention of the 1½ foot wide curbed median on Park Street was a strange decision.

Mr. Biddison said the curb was being maintained at the request of City Engineer O'Meara in order to help drainage along the street. He said he anticipated the conversation with the Engineering Department regarding the curb would continue.

Mr. Boyle acknowledged that with all the competing interests on this site, nothing was going to be perfect but that the applicant's efforts had brought them much closer.

In response to Mr. Boyle, Mr. Biddison explained the rooftop would have seating and a rooftop bar.

Planning Director Ecker advised Mr. Biddison that within the overlay a commercial use could not be located above a residential use. She suggested the rooftop could be used by the residential occupants of the fifth floor of the building.

Mr. Biddison stated that both elevators would be available for resident use in the building. He confirmed a key system would be in use, allowing only residents to access residential floors.

Chairman Clein asked that the applicant confirm the width of the sidewalk in front of Greenleaf Trust and design their sidewalk to match that width.

Mr. Biddison said the five feet sidewalk proposed is what the Engineering Department instructed the applicant to provide.

Mr. Williams said the elevator usage should be reconsidered by the City from a security standpoint since residents may not know all their neighbors, and a non-resident could easily follow a resident out onto a residential floor.

Chairman Clein said he was not as concerned about a potential security issue, and advised that the applicant work the issue out within their own operations and with the City's Building Department. He continued:

- He appreciated the applicant's continued efforts to meet City requirements.
- Seven stacking spaces on Park Street seemed like too many to reserve for the purpose. It would require the City give up too much pedestrian and public space. He said he was not comfortable with it, and that while it might not yield a no vote from him this evening, he would advise the layout be reconsidered for the final.
- There is no reason one line of valet cars should be insufficient, especially with the three extra spaces being made available to the north.
- For the final review he would want to know that the applicant and the City's Engineering Department are creating good design for these conditions, and not just what works.
- This should look like a valet operation, which would take up little more space than parallel parking, instead of a double-stack for cars.

Mr. Williams said he agreed with Chairman Clein's concerns, but that he would also not want to see cars unable to move on Maple. He said the City might have to change some of its plans if it wants to allow reasonable development on this site.

Mr. Boyle recommended the applicant discuss the possibility of renting some of the space within the small parking lot near the hotel on Park Street, which would reduce some of the need to have extra street space for stacking cars.

Chairman Clein noted the applicant would have to speak to the City about its lease of the City's property, so it should also raise the question of renting that parking lot space per Mr. Boyle's recommendation.

Mr. Biddison said the applicant would be open to the conversation.

Mr. Koseck said he also believed it would be a good idea to explore with the City.

Chairman Clein recommended adding a letter dated May 20, 2019 from Kelly William Cobb, Vice-President of Hunter House Hamburgers to the official record. He summarized the letter as notifying the PB of the applicant's contractual obligations to Hunter House as related to the development. Noting that the issues raised by the letter were not in the PB's purview, Chairman Clein said it was still helpful to understand where the negotiations stand and extended his appreciation for the letter to Mr. Cobb.

Motion by Mr. Williams

Seconded by Mr. Share to receive and file the letter dated May 20, 2019 from Kelly William Cobb into the official record.

Motion carried, 7-0.

VOICE VOTE

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

Nays: None

Mike Kopmeyer, 1351 Bennaville Ave, said he would like to see more green space in this plan. He said he would like to see some amount of the space set aside for a public park, and that in a perfect world Birmingham would not have a four or five story building on that lot. He said as a compromise it would be good if there could be areas shaded by trees which are public and allow for people to gather. He also said he endorsed Chairman Clein's concerns with the planned double-stacked space on Park Street.

Mr. Kopmeyer continued that the frontage along Woodward seemed cold and not conducive to pedestrian usage and activity. He suggested that awnings or more masonry or other options could make that frontage seem more human-scale and approachable.

Mr. Boyle commended the applicant and architect on all the work they have done. He said he would like the applicant to review the stacking plans on Park Street. He added that, along the lines of Mr. Kopmeyer's comments, Mr. Boyle was keen to see the proposed building materials at the final site plan.

Mr. Williams suggested it would be prudent for Chairman Clein to participate in some of the operation discussions between the applicant and the City since he could best represent the PB's concerns about traffic flow and parking. He noted that while Planning Director Ecker is a capable intermediary between the PB and the applicant, the PB's recommendations should be directly conveyed by Chairman Clein due to the specificity of the Board's concerns.

Mr. Share said he would also dislike the double-stacking if not for the extreme public safety risks that could result should traffic not be managed efficiently at this intersection. He noted that the hotel could handle up to 120 vehicles for events, and that a dangerous situation would likely compound very quickly if hotel traffic is not adequately controlled. He said he would be satisfied if the Engineering Department and the City's traffic consultant confirmed that high-volume hotel traffic could be managed with single-stacking and a healthy margin of safety. Otherwise, he said double-stacking is a reasonable, although not ideal, condition to accept.

Mr. Boyle recommended the applicant consider different options for signage as it moves towards its Final Site Plan Review, specifying that it should avoid the signage issue that the Greenleaf Trust building has.

Motion by Mr. Boyle

Seconded by Mr. Koseck to approve the Preliminary Site Plan for 35001 & 35075 Woodward – The Maple – with the following conditions: 1) The applicant must clarify which refuse areas the two proposed retail uses are permitted to use, and the accessibility of such; 2) Submit specification sheets for the proposed ground mounted and rooftop mechanical units to ensure full screening; 3) Add the correct number of street trees to each street frontage, or obtain a waiver from the Staff Arborist; 4) The applicant must provide the correct number of street lights and provide regular spacing of such by Final Site Plan Review. 5) Submit a photometric plan and specifications on all proposed lighting; 5) The applicant must reduce the width of the garage entry on the west elevation or obtain a variance from the Board of Zoning Appeals; 6) Submit material samples, colors, and specifications as well as details on any proposed signage; 7) Applicant comply with the requests of all City Departments; 8) Applicant obtain approval of a lease agreement by the City Commission for all projections and /or encroachments on City property; 9) Applicant revise plan sheets as necessary to ensure all sheets are consistent and show the required property lines and clearly note all projections / encroachments across property lines; and 10) At Final Site Plan Review, the applicant must provide the Special Event Operations Plan for the said hotel.

Motion carried, 7-0.

VOICE VOTE

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

Nays: None

**Planning Board Minutes
January 22, 2020**

E. Community Impact Study Review and Preliminary Site Plan Review

1. 35001 Woodward (Parking lots & Hunter House) - Revised Community Impact Study Review to allow construction of a new 5 story mixed use building containing retail, office and residential uses

Planning Director Ecker presented the item. She confirmed that 35001 Woodward is located in the Parking Assessment District (PAD).

Motion by Mr. Williams

Seconded by Mr. Share to accept for filing the memorandum from Assistant City Engineer Austin Fletcher dated January 22, 2020.

Motion carried, 7-0.

VOICE VOTE

Yeas: Williams, Share, Clein, Whipple-Boyce, Koseck, Emerine, Ramin

Nays: None

Kevin Biddison, architect for the project, commented on the fact that the 11 extra parking spaces could be used by the general public because the stairway and elevator accessing the residential areas of the building would be keycoded to prevent unauthorized entry.

Kelly Cobb, owner of Hunter House Hamburgers, stated that the wait time on Hamilton will increase if the number of parking spots available to Hunter House decreases.

Mr. Williams explained he had previously voted against the Community Impact Study (CIS) for this project due to concerns regarding potential congestion at Park and Maple stemming from an entrance to the site being located too close to Maple. He said that the current CIS corrected that issue.

Motion by Mr. Share

Seconded by Mr. Williams to accept the CIS as provided for the proposed development at 35001 and 35075 Woodward – with the following conditions:

- 1) Provide copies of Phase I and II Environmental Assessments;**
- 2) Applicant must provide mitigation strategies for control of noise vibration and dust during construction;**

- 3) Applicant will be required to bury all utilities on the site;**
- 4) Applicant must distinguish an area for the separation and storage of recycling;**
- 5) Applicant must conform to the streetscape design as outlined in the new E. Maple streetscape project; and,**
- 6) Applicant provide information on all life safety issues and Fire Dept. approval, as well as details on the proposed security system provided to and approved by the Police Department.**

Motion carried, 7-0.

VOICE VOTE

Yeas: Williams, Share, Clein, Whipple-Boyce, Koseck, Emerine, Ramin

Nays: None

Mr. Biddison explained the trash receptacles would be stored and obscured behind the wall meaning they would only be visible to stationary observers, looking into the building at a certain angle, while the glass doors are rolled up to allow entry or egress.

Ms. Whipple-Boyce shared concern regarding the fact that if one were to enter the garage in their vehicle and discover that the cluster of three parking spaces allotted to Hunter House were full, one would have to either reverse onto Hamilton or execute a multi-point turn to exit back onto the street.

Mr. Share and Mr. Koseck shared concern regarding the parking layout on the site as well.

Mr. Biddison stated that the eleven or twelve parking spaces being discussed as public spaces could also be executive or residential spaces, meaning they could be private instead and tied to an office or retail lease.

Mr. Cobb spoke, saying:

- Hunter House employees will continue parking in the parking deck, for which they are reimbursed, as opposed to parking in the three parking spaces in the garage off Hamilton.
- According to the deed the developer is required to provide Hunter House with 14 parking spaces which shall also be located on Hunter House property.
- If he were to enter the three-space section in the garage in his truck and discover those spots full, he would not be able to execute a turn that would allow him to leave given the insufficient space.
- There have been a number of deed violations on the part of the developer in this process including not seeking Mr. Cobb's approval of plans for the site before the

plans' submission to the City, not seeking Mr. Cobb's approval for planning to build a non-hotel development, and proposing to leave a space for Hunter House that Mr. Cobb says would be unusable for operating the restaurant.

- He proposed multiple compromises to the developer which would allow Hunter House to continue and for a development to be built on the lot, all of which were passed on by the developer.
- If the developer and the Hunter House cannot reach an understanding, Mr. Cobb would pursue legal action. He said that legal action could result in a delay of the development for seven to ten years. Mr. Cobb said that the City, the developer, and himself should sit down together and try to reach an agreement amenable to all parties in order to avoid such a delay.

Chairman Clein said that in many respects he was in strong favor of the plan submitted for this site, including three stories of residential with units under 1,000 square feet, less reliance on office space, and well designed facades on most of the project. He continued that he sympathized with the Hunter House, which he said was being pulled from a park-and-go model to an urban center model. Chairman Clein said there were also aspects of the plan that gave him pause, including the functionality of the three parking space area in the garage and the Hunter House's charge that their space as laid out in these plans would be unusable. He acknowledged that it is not within the Board's purview to get involved in a dispute between two private parties. He stated that it is within the Board's purview to make sure all elements of the plans are functional and adhere to ordinance, however, and that he was unclear if the three parking space area off of Hamilton met those requirements.

Mr. Williams said he would not approve plans that include the three space parking area off of Hamilton because that layout creates more problems than it solves or propose a restaurant layout that would not comply with various laws, including health codes and ADA regulations. He concurred with the Chairman that the Board should not intervene in a matter between private parties, but knowing that the restaurant could not operate legally is a matter within the Board's purview.

Mr. Share also emphasized that the Board should not be involved in a dispute between two private parties. He said the Board has ruled on projects before that have resulted in legal action between two private parties subsequent to the approval. Mr. Share said he would consider moving forward on a preliminary site plan ~~under these~~ **despite these** circumstances, but that this particular site plan was deficient under Article 7, section 7.27 of the Zoning Ordinance in a couple of respects including the three parking space area off of Hamilton and the parking designated for the public off of Park Street. He said that the parking off of Park Street could become hazardous unless there was a traffic flow plan presented.

Mr. Koseck concurred with his colleagues' previous comments that the dispute between the Hunter House and the developer is not within the Board's purview. Continuing, he said that the plans are an improvement over previous plans submitted for the development, and that the building complies with ordinance. He stressed that the Board's only present obligation regarding this development was to ensure that residential parking would be included onsite. Mr. Koseck suggested that if the development included an egress across from the loading dock, a vehicle could move straight through the garage from Hamilton onto Park Street if it saw no free parking spaces in the three space area off of Hamilton. In that design, it could also turn into the three parking space area if there were a vacant space. This would avoid the need for either a vehicle reversal onto Hamilton or a multi-point turn in the case of full spaces. Mr. Koseck said he would approve the plans if that possibility were present.

Mr. Biddison confirmed that such a route through the garage would be possible. He stated he would need the owner to comment further on how the route would be designed.

Ms. Whipple-Boyce said that from a Board perspective the site should not include the parking off of Hamilton because it is not required by ordinance and creates an unsafe situation. She said she understood the legal agreement between the developer and the Hunter House required 14 spaces, but that was not the Board's concern. She expressed great enthusiasm for the majority of the project in general, and frustration that the contention between the developer and the Hunter House was resulting in poor design in certain areas. She conceded that Mr. Koseck's proposal of being able to pass through from Hamilton onto Park would in theory solve the issue, but that the best outcome from a City perspective would be to eliminate the spaces off of Hamilton.

Mr. Emerine said he was also very enthusiastic about most aspects of the project with the exception of the issues with the parking off of Hamilton. He said he could not support the plans without a resolution to the Hamilton parking issue which could include Mr. Koseck's proposal of allowing entry off of Hamilton and egress onto Park.

Mr. Share said he would offer an editorial comment to the developer and the Hunter House, recommending that the parties actually speak to one another and resolve their issues.

Chairman Clein agreed, and said a future City Commission discussion of potential public land use by this development would prove very difficult if the issues between the Hunter House and the developer are not resolved.

Motion by Mr. Williams

Seconded by Mr. Koseck to schedule a special meeting of the Planning Board

for the evening of February 27, 2020 at 7:30 p.m. to be held in the City Commission room.

Motion carried, 7-0.

VOICE VOTE

Yeas: Williams, Koseck, Share, Ramin, Whipple-Boyce, Clein, Emerine

Nays: None

Motion by Mr. Williams

Seconded by Mr. Share to postpone consideration of the preliminary site plan for 35001 Woodward to February 27, 2020.

Motion carried, 7-0.

VOICE VOTE

Yeas: Williams, Share, Whipple-Boyce, Clein, Emerine, Koseck, Ramin

Nays: None

Planning Board Minutes
April 24, 2020

1. 35001 Woodward (Parking lots & Hunter House) – Revised Preliminary Site Plan & Community Impact Study Review to allow construction of a new 5 story mixed use building containing retail, office and residential uses.

Planning Director Ecker reviewed the item.

Mr. Williams said references to the Hunter House in the site plans and documentation should be replaced with a designation indicating that it is retail space, as the City should neither be specifying tenants of a project nor specifying where tenants may be located. Mr. Williams noted he found references to the Hunter House on pages 54, 60, 63 and 64 of the supplementary materials. He said that if a motion for approval followed the evening's discussion, an eighth condition should be added to remove all specific references to the Hunter House on the first floor plan and in supplementary documentation because he did not want the City to seem to be opining on anything related to the present, private conflict between the Hunter House and the applicant.

Motion by Mr. Williams

Seconded by Mr. Boyle to receive and file for the record a letter dated April 21, 2020 from Kelly William Cobb, vice president of Hunter House Hamburgers, a copy of which the Planning Board has received.

Motion carried, 7-0.

VOICE VOTE

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

Kevin Biddison, architect, reviewed updates to the plans. He stated that the applicant team and Hunter House management had met twice since the last Planning Board review of these materials to try and reach an agreement, but that none was forthcoming. Mr. Biddison explained that Hunter House was offered its current square footage within the plans, with additional lease space and a couple of parking spaces. He continued that he emailed Planning Director Ecker additional drawings immediately prior to the meeting which showed the two interior 10 foot by 40 foot loading zone areas, and that the applicant team will make sure the plans adhere to all other City requirements.

Seeing no questions from the Board, Chairman Clein welcomed public comment.

Kelly William Cobb reviewed the contents of his April 21, 2020 letter to the Board for the

public. Mr. Cobb contested Mr. Biddison's assertion that the Hunter House is being offered square footage in the plans equal to the restaurant's current square footage. He said the way these discussions have been progressing is unfortunate for the community.

Seeing no further comments from the public, Chairman Clein replied to Mr. Cobb's comments, stating that he understood Mr. Cobb's frustration with the situation. Chairman Clein continued that the Planning Board has direction from the City Attorney that it is not the Board's domain to enforce private contract law or deed restrictions resulting from private contracts. The owner of the property does have a legal right to submit a site plan, and a legal right to pursue approval.

Chairman Clein then welcomed comment from the Board.

Mr. Share reiterated Mr. Williams' previous comment that the Board should not be construed to be taking any position whatsoever regarding the private conflict between the applicant and Hunter House.

Chairman Clein agreed.

Motion by Mr. Boyle

Seconded by Mr. Share to approve the Revised Preliminary Site Plan for 35001 & 35075 Woodward – The Maple – with the following conditions:

- 1) Submit specification sheets on all of the proposed rooftop units and material/dimensional information on the screen wall to ensure full screening;**
- 2) Revise the streetscape plans to meet all City requirements with regards to street lighting, furnishings and sidewalks;**
- 3) Submit plans showing three usable off-street loading spaces measuring 40 x 12 x 14, or obtain a variance from the Board of Zoning Appeals;**
- 4) Submit a photometric plan and specifications on all proposed lighting and materials, along with material samples at Final Site Plan and Design.**
- 5) Work with the City to negotiate a lease for the use of City property below, at and above grade;**
- 6) The Planning Board approves of the 2' projection into the right-of-way for the entry canopy at the corner of Maple and Woodward;**
- 7) Comply with the requests of all City Departments; and,**
- 8) In all cases, delete the term 'Hunter House' from drawings and any text.**

Motion carried, 7-0.

VOICE VOTE

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

Chairman Klein reiterated the Board's direction from past meetings to the applicant to attempt to resolve the conflict with the Hunter House through ongoing dialogue, and said he hopes to see a resolution of which the City, the applicant, and the Hunter House can all be proud.

**Planning Board Minutes
May 13, 2020**

E. Unfinished Business

1. 35001 Woodward (Parking lots & Hunter House) – Revised Preliminary Site

Plan & Community Impact Study Review to allow construction of a new 5 story mixed use building containing retail, office and residential uses.

Planning Director Ecker reviewed the item.

Mr. Williams said that “subject to deletion of the terms Hunter House and HH from the plan” should be added to the end of the proposed ninth condition.

Mr. Koseck said that the words Hunter House and HH should be replaced with a more generic description of what will be located in those areas of the building.

Mr. Williams agreed.

Motion by Mr. Williams

Seconded by Mr. Boyle to amend the motion made on April 22, 2020, to approve the Preliminary Site Plan for 35001 and 35075 Woodward by affirming conditions 1 through 8 and adding condition 9 to the approved motion as follows:

9) Approved plans include the first floor plan on sheet A101, with the revision date 4-3-20, subject to replacement of the terms “Hunter House” and “HH” throughout the report and the plans with a more generic designation of the planned use of the space.

Motion carried, 7-0.

ROLL CALL VOTE

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

Nays: None

**Planning Board Minutes
September 23, 2020**

G. Revised Preliminary Site Plan Review

1. 35001 Woodward, The Maple (Vacant lot, Hunter House) – Request for Revised Preliminary Site Plan Review to revise first floor of new 5 story mixed use building to include surface parking.

Planning Director Ecker presented the item. She explained that City Attorney Currier advised that:

- If the Board were to approve the revised preliminary site plan they would have to specify that it should supersede the previously approved Preliminary Site Plan in their motion; and,
- If they were to deny the Revised Preliminary Site Plan, the previously approved Preliminary Site Plan would stand.

Mr. Williams said he could not recall a project located in the PAD ever receiving approval for surface parking within 20' of the building facades.

Kevin Biddison, architect, was present on behalf of the project.

In reply to Mr. Koseck, Mr. Biddison confirmed the project team looked into providing parking in the MDOT right-of-way, but determined there was not enough depth along the road due to the right-hand turn lane.

Seeing no further Board questions for the applicant, Chairman Clein invited public comment.

Kelly Cobb, owner of Hunter House Hamburgers, said he was aware that some members of the Planning Board felt that Hunter House is causing undue difficulty for the developers of The Maple. He said he was present to reiterate that he gets no pleasure from the difficulty he is encountering with the developers of The Maple, and wanted to see it resolved as expediently as everyone else. He explained that The Maple's developers need to offer solutions that would adequately address his issues with food truck parking, lack of sufficient interior storage for food, poor condition of the gravel lot, and Hunter House's current ADA and health code non-compliance. He said that while he appreciated The Maple's team's most recent efforts to provide enough parking for Hunter House, it still remained a problem that The Maple's development team continues to submit plans to the City without Hunter House's review or approval of the plans. Mr. Cobb noted that Hunter House's review and approval for plan submissions is required per the private agreement between the developers of The Maple and Hunter House.

Mr. Cobb said the Maple's most recently submitted plans have inadequate space allotted for the Hunter House. He noted that his private agreement with the development team of The Maple requires that Hunter House be provided enough space to continue their operations. He said the proposed plans do not include an adequate number of parking spaces for Hunter House. He said the proposed plans also do not conform to the use of the property as required by deed restrictions. Mr. Cobb said he is working tirelessly to find a solution that would work for both Hunter House and The Maple, but opined that neither the presently proposed site plan revision nor the previously approved site plan met those criteria. He said that given these issues, the Planning Board's work on reviewing this project will remain moot for as long as there is disagreement between himself and The Maple's developers. Mr. Cobb apologized for that fact, and thanked the Board members for their dedication and time.

While Chairman Clein thanked Mr. Cobb for his comments, he said he disagreed that any members of the Planning Board regretted Hunter House's involvement with this project. Chairman Clein added that the Board fully looked forward to Hunter House's continued operations. He continued that the Board was only endeavoring to make sure that the project was adhering to all City-required ordinances and standards, and that the Board was specifically taking no position on the private contract between the developers of The Maple and the owners of the Hunter House. Speaking on behalf of the Board, Chairman Clein said they wished both parties nothing but success.

Mr. Cobb thanked Chairman Clein. Adding one more comment, Mr. Cobb stated that in the entire time Hunter House has been in operation he had never heard of an issue with cars egressing the site onto Woodward. He said he respected F&V's analysis, and understood the difference between anecdote and data, but wanted to offer that perspective.

Seeing no further comment from the public, Chairman Clein returned the conversation to the Board.

Mr. Williams stated he would be moving fairly quickly to deny the Revised Preliminary Site Plan.

Mr. Share said his preference would be to postpone rather than deny. He said the key question was whether the Woodward egress, given the expected use by Hunter House customers, would create an unsafe situation for pedestrians and cars. He said he would want F&V to address the issue of safety specifically before the Board acts on the revised preliminary site plan.

Mr. Koseck expressed frustration and disappointment with the Revised Preliminary Site

Plan. He said the Board had spent an immense amount of time on this project, offering many of the same comments repeatedly, only for plans to be re-submitted with those comments seemingly disregarded. He said he did not see any attempt on the part of the project team to creatively work within the constraints of the Zoning Ordinance. Mr. Koseck continued that while he understood the project might not be able to meet every requirement of the zoning ordinance, there was no way he could ever support the plans as currently proposed. Citing his time on the BZA, Mr. Koseck opined that if this revised preliminary site plan had been before them for a review they would have declined to even look at the revised plans due to there being no change of facts. Praising Mr. Biddison's skill as an architect and the potential to have a valuable tenant in the Hunter House, Mr. Koseck said he could not understand how the presently submitted plans seemed to be going backwards in terms of progress. He concluded by saying that he obviously could not support the revised preliminary site plan moving forward.

Mr. Jeffares said that while he understood that Hunter House wanted surface parking provided, the City has dedicatedly avoided allowing surface parking in the downtown area. He noted that there have been other proposed projects delayed to future agendas because the Board has had to review this project again and again. He noted the Board's continued emphasis to applicants that they should resolve their issues with community stakeholders to the absolute best of their ability before submitting a project for Board review, and said the development team on this project has regularly failed to do that. Mr. Jeffares echoed Mr. Koseck's frustration, and said that while he was between postponing the project and denying it he was leaning towards denial.

Citing City Attorney Currier's guidance, Chairman Clein said that if the Board was between a postponement and denial then a denial would procedurally make more sense. He reiterated that a denial would leave the previously approved preliminary site plan standing, while a postponement to a date certain would hold a spot on a future agenda that could otherwise go to reviewing another project. Chairman Clein noted that traditionally the Board avoids denials where possible because of the repercussions for the applicant, but since this applicant already had an approved Preliminary Site Plan no harm would come from a denial in this case.

Chairman Clein continued by stating he would support a denial of the Revised Preliminary Site Plan because the proposed site plan does not meet the requirements of Article 7, Section 7.27 of the Zoning Ordinance, specifically (4) which states that "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". He said the proposed revised site plan is completely contrary to the City's planning of its downtown and its 2016 Plan. Chairman Clein echoed Mr. Williams' previous observation that buildings in the PAD are not granted surface parking within 20' of the building's facades. He noted the Revised Preliminary Site Plan would affect three facades of the building in addition

to the number of other issues raised by his colleagues on the Board.

Chairman Clein observed that the plan for The Maple includes multiple floors of residential, which will inevitably lead to a significant increase in pedestrian traffic in the area. In addition, with the exception of the Hunter House, the majority of the site has been vacant for years. Because of these two factors, Chairman Clein stated anecdotal observation of the site cannot provide a good sense of what will result from the impending combined increase in both vehicular and pedestrian traffic. He acknowledged Mr. Cobb's statement that he had not seen any issues arising from vehicles exiting onto Woodward, but explained that the site will be so changed post-development that history cannot give a reliable indication of future safety in this case.

Mr. Emerine said he agreed with all of Chairman Clein's comments. He said the surface parking lot was unnecessary and created another egress point into the MDOT right-of-way which should be also avoided. He said he would not be supporting the Revised Preliminary Site Plan.

Motion by Mr. Williams

Seconded by Mr. Boyle to deny the Revised Preliminary Site Plan for 35001 & 35075 Woodward, The Maple, as the proposed site plan does not meet the requirements of Article 7, Section 7.27, specifically (4) which states that "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."

Motion carried, 6-1.

ROLL CALL VOTE

Yeas: Williams, Clein, Jeffares, Emerine, Boyle, Koseck

Nays: Share

Chairman Clein thanked the applicant for their time. He stressed that the Board wants to see both The Maple and Hunter House be successful in Birmingham and encouraged the applicant renew their efforts once again towards resolving the matters between them.

PLANNING BOARD MNUTES
June 23, 2021

F. Final Site Plan and Design Review

1. 35001 Woodward (Parking lot & Hunter House), Request for Final Site Plan and Design Review to consider approval of a new 5 story mixed use building.

Chair Clein resumed facilitation of the meeting at 7:44 p.m.

PD Ecker reviewed the item.

Mr. Williams echoed Mr. Jeffares' comment from a previous meeting that City departments need to provide comments on applications in a timely manner. He noted that this is the second time recently that the Engineering Department has failed to provide comments. He ~~exhorted~~ **requested that** the City to resolve whatever issue was preventing timely comments from being offered, stated that a lack of comment is unacceptable on a continuing basis, and said that the City Manager should be made aware of the issue.

Chair Clein asked the City Transcriptionist to make sure Mr. Williams' comments were minuted.

Mr. Williams noted that changing this building to residential will result in less of a strain on parking in the area since more onsite parking will be provided, and that the plans moved the entry to the underground parking away from the traffic bottleneck of Maple and big Woodward. He said both of those were significant improvements from prior iterations of the plans for this site.

In reply to Mr. Koseck, PD Ecker confirmed that the City would need more information to ensure that the plans for the roof comply with both building codes and zoning requirements.

Mr. Koseck said that while the materials and building were high-quality, he said did not feel that the building had sufficient verticality in its facade openings as required by the architectural standards for the overlay district.

Mr. Williams asked if more horizontality made sense in this case since floors three and four are residential, as opposed to the Greenleaf Trust building where those floors are office uses.

Mr. Koseck said that the ordinance does not specify that the requirements for verticality

are dependent either on the length of a building or on the uses for different floors. He stated the requirement for verticality made sense to him and that there was a reason the overlay standards were written as they were.

Kevin Biddison, architect, spoke on behalf of the project. He stated the project would use the standard City bike racks and would meet the clear glazing standards. He said he would also provide the City with information on roof access and would work on that with the Planning Department. He explained that the light elements proposed were previously approved and used at 100 Woodward. He noted that the lighting for those is so indirect that the light cast on the ground cannot be calculated for a photometric plan.

Regarding Mr. Koseck's comments about verticality, Mr. Biddison noted that 35001 Woodward would be about double the length of the Greenleaf Trust building, inherently leading it to seem more horizontal in comparison. He listed a number of elements included in the composition intended to increase verticality. He noted that the materials used comply with the ordinance requirements, and opined that it is positive for the City to have a variety of architectural styles.

In reply to Mr. Share, Mr. Biddison confirmed that pages 68 and 69 of the plans most accurately represent what the windows would look like. He noted they would have vertical mullions and would not be wide, single panes of glass.

In reply to Mr. Boyle, Mr. Biddison said the roof would be used to provide quiet green space for residents.

Public Comment

Mr. Bloom raised concerns about the development's potential impact on parking. He said he wanted to see an homage to Hunter House Hamburgers featured in the plans in some way, and said that while he understood the building looked high-end he found it to be lacking in character.

Kelly Cobb, owner of Hunter House Hamburgers, reiterated his statement from previous meetings that this development remained in violation of his rights per the deed restrictions on the Hunter House Property. He acknowledged the City has stated the issue is a civil matter regarding the contractual obligation between himself and the developer.

Seeing no further public comment, Chair Clein returned discussion to the Board.

Mr. Jeffares concurred with Mr. Koseck's comments, saying that he found the proposed building to be insufficiently complementary to the surrounding architecture. He said that while he agreed with Mr. Biddison's comments on the value of a variety of architectural

styles, he said that these plans did not represent the kind of variety the City needed.

Mr. Koseck noted that the Daxton had a more horizontal elevation and added enough vertical elements to meet the standards of the architectural overlay. He said that the majority of the plans were superlative and that he was only recommending tweaks to the design. He agreed with Mr. Jeffares that while he supported architectural variety, this building had a noticeably horizontal bias and that the ordinance sought to promote more verticality.

Ms. Whipple-Boyce said she understood her Board colleagues' concerns but stated she liked the building. She expressed appreciation that the building was not overly ornamented. She noted that the color palette of the elevation did not accurately reflect the materials shown in the materials board. She explained that if the rendering of the elevation better matched the materials to be used the horizontal bias would be less pronounced.

Mr. Share and Chair Clein both addressed the Hunter House issue, reiterating the City's ongoing stance that the Board's actions should in no way be interpreted to reflect on the private dispute between the owner of Hunter House Hamburgers and the developer of this property.

Mr. Share said that a number of elements of the building's facade seemed to draw the eye vertically and not horizontally. He said he was untroubled by the building's design. He also noted that complementary architecture can be broadly defined in terms of scale, massing, and materials and that this building need not fully mirror the Greenleaf Trust building to be complementary to it.

Mr. Boyle said it was positive that this development had come this far and that it met many if not all of the conditions for the area. He noted this remains a significant location in southeast Michigan and said he would like to see it occupied. He said he would be in favor of moving this project forward.

Mr. Jeffares said that because this was an important site the Board could afford to take a bit longer to ensure the design was one the City was proud of.

Chair Clein noted that the City has been seeking small residential units downtown. He said he could not remember a project since he had been on the Board that had offered that, and that this one does. He said while he respected Messrs. Koseck's and Jeffares' concerns, he said he was persuaded by Ms. Whipple-Boyce's and Mr. Biddison's comments that the rendering sells the building short in terms of verticality and that the building complies with the spirit and intent of the ordinance. As a result, he continued that he would support a motion to move the item forward with no disrespect for those

Board members inclined to vote otherwise.

Regarding Mr. Bloom's parking concerns, Chair Clein noted that the Commission is currently reviewing parking issues in the Parking Assessment District and stated that all concerns regarding that topic would be most appropriately addressed to the Commission.

Motion by Mr. Boyle

Seconded by Mr. Williams to approve the Final Site Plan and Design for 35001 & 35075 Woodward – The Maple – with the following conditions: 1. The City Commission approves a lease agreement with the applicant to use public property; 2. The applicant lower the height of the rooftop screening to 10' or obtain a variance from the Board of Zoning Appeals; 3. The applicant correct the plans to show at least one of the loading spaces to be 12' in width, or obtain a variance from the Board of Zoning Appeals; 4. The applicant increase the height of junipers screening the transformer and fuse box to 6', and select another type of daylily; 5. The applicant correct the photometric plan and elevations for accuracy and consistency to show all proposed light fixtures and the corresponding light levels; 6. The applicant provide dimensions for the proposed utility sized brick, and further specifications on the clear glazing and obtain administrative approval for same; 7. The Planning Board approves the 2' projection for the steel canopies marked on the plans; and, 8. The applicant comply with the requests of all City Departments.

Public Comment

David Bloom said the City could request changes to the development since the project requires a lease of City property. He also expressed concern about the legal dispute between the owner of Hunter House Hamburgers and the developer in terms of potential legal implications for the City.

Motion carried, 5-2.

ROLL CALL VOTE

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

Nays: Koseck, Jeffares

City Commission Minutes
May 23, 2022

Ground Lease between Select Commercial Assets Hospitality and the City of Birmingham

CA Kucharek presented the item.

Commissioner Baller said:

- He wanted a more substantive presentation from Staff regarding the history of the property and the issues surrounding the development;
- A discussion of this item should be conducted as a public hearing since it involves the potential leasing of public property;
- The Commission should use its discretion to ensure that this proposal would yield sufficient public benefit;
- The packet lacked a high resolution site plan or any graphic indication of what land would be leased;
- He does not like the lack of pedestrian activation facing Woodward of 685 E. Maple and Peabody St., and sees the plans for this particular parcel as being similar despite ongoing efforts to make Woodward more pedestrian friendly; and,
- He wants to see the plans be more pedestrian-oriented towards Maple and Woodward.

The Mayor and Commissioner Host concurred with Commissioner Baller. The Mayor said she was unenthused about the view a pedestrian crossing Woodward from the east would see with the currently proposed project.

ACM Ecker said Staff could put together a more substantive presentation and said she preferred it be postponed indefinitely instead of a date certain given the amount of work that such a presentation would entail.

CA Kucharek advised that they could take no action on the item if they agreed to Commissioner Baller's request.

Commissioner Haig said he wanted the developer and Hunter House Hamburgers to resolve their issues before the City allows construction to begin. He said he wanted to avoid construction being halted at an unsightly point in the center of the City as the result of a lawsuit between the two parties.

Commissioner McLain said she was supportive of the developer and Hunter House Hamburgers resolving their differences.

Public Comment

Kelly Cobb, owner of Hunter House Hamburgers and resident of Birmingham, summarized the points of contention between Hunter House Hamburgers and the applicant. He cautioned the Commission that a vote approving this item could establish a 50 year lease of City property by the applicant for a development that may not occur. He ventured that an affirmative vote on this item would also represent a vote to tear down Hunter House Hamburgers. He concluded that he also did not believe that the lease as proposed represented a public benefit.

Robert Weisberg, attorney for Commercial Assets Hospitality, stated Mr. Cobb has no real estate or land interest in this property, meaning that only the applicant and the City are parties to this aspect of the development process. Mr. Weisberg said Mr. Cobb may have some contractual claims that he may want to avail himself of. Mr. Weisberg said the applicant would continue to work with the City and said that the proposal represents a public benefit to the City.

Hesham Gayar, owner of Commercial Assets Hospitality, thanked the Commission and City Staff for their work. He echoed his representation's assertion that the issues between the development and Mr. Cobb do not involve the City. He said he had complied with the ordinance and City requests and would continue to comply with reasonable requests. He said he is working to resolve the issues between this development and Mr. Cobb.

ACM Ecker confirmed that while the dispute between the applicant and Hunter House Hamburgers complicates the item, the City is not a party to that dispute.



MEMORANDUM

Planning Division

DATE: July 11, 2022

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing to amend Article 2, Sections 2.04, 2.06, 2.08 and 2.10 of the Zoning Ordinance to modify the minimum front yard setback requirement.

INTRODUCTION:

Article 2 of the Zoning Ordinance outlines setback requirements for the R1A, R1, R2 and R3 single-family zoning districts in the City of Birmingham. At present, the required minimum front yard setback is calculated by taking the average setback of homes within 200 ft. However, if there are no homes within 200 ft., then the required minimum front yard setback is 25 ft.

The City has received inquiries regarding the calculation of the minimum front yard setback and its application in the construction of new homes. In particular, the concern arises when calculating setbacks along shorter blocks, or for houses close to the corner where the corner house is oriented towards another street.

BACKGROUND:

On [April 13, 2022](#), the Planning Board reviewed proposed ordinance amendments to Article 2, Sections 2.04, 2.06, 2.08 and 2.10 of the Zoning Ordinance. The Planning Board moved to hold a public hearing to make a formal recommendation to the City Commission.

On [May 11, 2022](#), the Planning Board held a public hearing and moved to recommend approval of the proposed language to the City Commission.

LEGAL REVIEW:

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

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

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 May 11, 2022 public hearing at the Planning Board. A second legal ad was placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on July 11, 2022.

SUMMARY:

The Planning Division requests that the City Commission consider ordinance amendments to Article 2, Sections 2.04, 2.06, 2.08 and 2.10 of the Zoning Ordinance to modify the minimum front yard setback requirement.

ATTACHMENTS:

- Proposed Ordinance Language

SUGGESTED COMMISSION ACTION:

Make a motion adopting an ordinance to amend Article 2, Sections 2.04, 2.06, 2.08 and 2.10 of the Zoning Ordinance to modify the minimum front yard setback requirement.

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 2, SECTION 2.04, Table 2.04.2, SETBACKS, TO MODIFY THE MINIMUM FRONT YARD SETBACK REQUIREMENT.

2.04 R1A (Single-Family Residential) District Development Standards

TABLE 2.04.2 – Setbacks (see Figure 2.04.2)	
Minimum Front Yard Setback	Average distance from the front lot line of homes on lots with frontage on the same side of the street within 200 feet, if no homes within 200 feet, then 25 feet.
Minimum Rear Yard Setback	30 feet
Minimum Combined Front and Rear Setback	55 feet
Minimum Side Yard Setback	• 9 feet or 10% of total lot width whichever is larger for one side yard • 14 feet or 25% of total lot width whichever is larger for both side yards • no side yard shall be less than 5 feet

ORDAINED this _____ day of _____, 2022 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk

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 2, SECTION 2.06, Table 2.06.2, SETBACKS, TO MODIFY THE MINIMUM FRONT YARD SETBACK REQUIREMENT.

2.06 R1 (Single-Family Residential) District Development Standards

TABLE 2.06.2 – Setbacks (see Figure 2.06.2)	
Minimum Front Yard Setback	Average distance from the front lot line of homes on lots with frontage on the same side of the street within 200 feet, if no homes within 200 feet, then 25 feet.
Minimum Rear Yard Setback	30 feet
Minimum Combined Front and Rear Setback	55 feet
Minimum Side Yard Setback	• 9 feet or 10% of total lot width whichever is larger for one side yard • 14 feet or 25% of total lot width whichever is larger for both side yards • no side yard shall be less than 5 feet

ORDAINED this _____ day of _____, 2022 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk

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 2, SECTION 2.08, Table 2.08.2, SETBACKS, TO MODIFY THE MINIMUM FRONT YARD SETBACK REQUIREMENT.

2.08 R2 (Single-Family Residential) District Development Standards **R2**

TABLE 2.08.2 – Setbacks (see Figure 2.08.2)	
Minimum Front Yard Setback	Average distance from the front lot line of homes on lots with frontage on the same side of the street within 200 feet, if no homes within 200 feet, then 25 feet.
Minimum Rear Yard Setback	30 feet
Minimum Combined Front and Rear Setback	55 feet
Minimum Side Yard Setback	• 9 feet or 10% of total lot width whichever is larger for one side yard • 14 feet or 25% of total lot width whichever is larger for both side yards • no side yard shall be less than 5 feet

ORDAINED this _____ day of _____, 2022 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk

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 2, SECTION 2.10, Table 2.10.2, SETBACKS, TO MODIFY THE MINIMUM FRONT YARD SETBACK REQUIREMENT.

2.10 R3 (Single-Family Residential) District Development Standards

TABLE 2.10.2 – Setbacks (see Figure 2.10.2)	
Minimum Front Yard Setback	Average distance from the front lot line of homes on lots with frontage on the same side of the street within 200 feet, if no homes within 200 feet, then 25 feet.
Minimum Rear Yard Setback	30 feet
Minimum Combined Front and Rear Setback	55 feet
Minimum Side Yard Setback	• 9 feet or 10% of total lot width whichever is larger for one side yard • 14 feet or 25% of total lot width whichever is larger for both side yards • No side yard shall be less than 5 feet

ORDAINED this _____ day of _____, 2022 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk



MEMORANDUM

Planning Division

DATE: July 11, 2022

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing to amend Article 4, Section 4.30, Open Space Standards, to add language to permit accessibility ramps in the required open space.

INTRODUCTION:

Article 4, Section 4.30(C) outlines projections into the required open space for all commercial, mixed-use and residential properties in the City. This issue arose during a recent permit review for an accessible ramp at a residence in Birmingham. After a review by the City Attorney, Building Official and Planning Director, the City saw an opportunity to expand the ordinance language to include provisions for accessible ramps that do not unintentionally inhibit persons in need as it relates to open space restrictions.

BACKGROUND:

On [April 13, 2022](#), the Planning Board reviewed proposed ordinance amendments to Article 4, Section 4.30 of the Zoning Ordinance. The Planning Board requested a minor addition to the language and moved to hold a public hearing to make a formal recommendation to the City Commission.

On [May 11, 2022](#), the Planning Board held a public hearing and moved to recommend approval of the proposed language to the City Commission.

LEGAL REVIEW:

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

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

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 May 11, 2022 public hearing at the Planning Board. A second legal ad was placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on

July 11, 2022.

SUMMARY:

The Planning Division requests that the City Commission consider ordinance amendments to Article 4, Section 4.30 of the Zoning Ordinance to include provisions for accessible ramps that do not unintentionally inhibit persons in need as it relates to open space restrictions.

ATTACHMENTS:

- Proposed Ordinance Language

SUGGESTED COMMISSION ACTION:

Make a motion adopting an ordinance to amend Article 4, Section 4.30 of the Zoning Ordinance to include provisions for accessible ramps that do not unintentionally inhibit persons in need as it relates to open space restrictions.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.30, OPEN SPACE STANDARDS, TO ADD LANGUAGE TO PERMIT ACCESSIBILITY RAMPS IN THE REQUIRED OPEN SPACE.

Article 4, Section 4.30 – Open Space Standards

This Open Space Standards section applies to the following districts:



The following open space standards apply:

- A. Minimum Open Space: The minimum open space shall be as per each two-page layout in Article 2.
- B. Maximum Lot Coverage: The maximum lot coverage shall be as per each two-page layout in Article 2.
- C. Projections into Required Open Space: Projections into the open spaces required by each two-page layout in Article 2, shall be permitted as follows:
 - 1. An unenclosed, covered or uncovered, concrete, masonry or wooden porch, deck and/or steps may project into a front open space for a maximum distance of 10 feet. The floor of a porch, deck or top step shall not be higher than the floor of the first story. This provision shall not reduce the required front set- back to less than 10 feet. Said porches and decks shall not project into the required side open space, except as provided elsewhere in this Article. Said porches and decks shall be restricted to 1 story in height.
 - 2. Roof overhangs, cornices, eaves, gutters, lintels, planter boxes, chimneys, bay windows and similar projections may extend or project into a required open space not more than 2 inches for each 1 foot of width of such required open space

provided that such extensions may not project more than 2 feet into the front or rear open space, except as provided elsewhere in this Article.

3. Patios, terraces, porches or decks may not project into the required side open space except that steps leading to an entrance, patio, terrace, porch or deck may project into the required side open space. Such steps shall project not more than 3 inches for each 1 foot width of such required open space up to a maximum of 3 feet. Where the side open space is required by this chapter for parking or driveway purposes, the projection shall not reduce the drivable or usable area for those purposes to less than 7 feet in width.
4. Basement window wells may project into the required side open space and rear open space a maximum of 3 feet measured to the inside of the well opening. Basement window well structures may not project more than 8 inches above grade, excluding the height of an approved guard rail. Basement window wells that project into the required side open space or rear open space shall not exceed 6 feet in width and must be covered at grade with a suitable covering capable of sustaining the weight of not less than 500 pounds or be enclosed with a guard rail in accordance with the current applicable edition of the Michigan Residential Building Code or the Michigan Building Code.
5. A porch, deck and/or steps may project into a rear open space for a maximum distance of 15 feet. The floor of said porch, deck or top step shall not be higher than the floor of the first story. This provision shall not reduce the required rear setback to less than 15 feet. Said porches and decks shall not project into the required side open space, except as provided elsewhere in this Article. Said porches and decks shall be restricted to 1 story in height.
6. When no exterior staircase exists for an accessory structure, a bonus of 75 square feet of area is permitted in the accessory structure if used for an interior fixed and stationary staircase.
7. **Accessible ramps and structures are permitted to project into the front and rear open space the minimum distance and width required to accommodate the ramp or structure per the residential building code and to allow uninhibited access to a dwelling unit.**

ORDAINED this _____ day of _____, 2022 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk



MEMORANDUM

Planning Division

DATE: July 11, 2022

TO: Thomas Markus, City manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 185 N. Old Woodward – Bell Bistro (formerly Mad Hatter)
– Special Land Use Permit Amendment, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit Amendment, Final Site Plan and Design Review for a new concept and associated interior layout, building façade, name, menu and outdoor dining area changes for an existing food and drink establishment. The food and drink establishment was formerly known as the Mad Hatter.

BACKGROUND:

On [May 25, 2022](#), the Planning Board moved to recommend approval to the City Commission the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 185 N. Old Woodward with the following conditions:

1. The applicant must receive Historic District Commission approval for all exterior changes proposed within the Central Business Historic District;
2. The applicant must provide revised plans for the dumpster screening for a masonry screen wall (to match the exterior of the building) with wood gates;
3. The applicant must submit a photometric plan that includes all existing and proposed exterior lighting;
4. The applicant must submit detailed sign plans that include the projection details for all signage;
5. The applicant must provide detailed dimensions for the height and projection into the right of way of the Sunbrella awning; and
6. The applicant must comply with the requests of all City Departments.

On [July 6, 2022](#), the applicant appeared before the Historic District Commission for a Design Review pursuant to Chapter 127, Section 127-10 of the City Code of Ordinances. The Historic District Commission moved to approve the Design Review application with the following condition:

1. The applicant obtain full approval from the City Commission prior to installation; and

2. The applicant must submit a façade condition assessment to the Historic District Commission after the removal of the modern facade with photographs to help understand what exists behind the modern facades of the building.

The applicant has provided amended site/design plans addressing all conditions of approval and all departmental comments. The current site/design plans are attached for your review.

LEGAL REVIEW:

The City Attorney has reviewed this request and resolution 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 Amendment, Final Site Plan and Design Reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the May 25, 2022 Planning Board meeting, and notices were sent out to all property owners and tenants within 300 ft. of the property. Similar notices were also sent out to advertise the review at the Historic District Commission. In addition, a second round of notices was sent out to advertise the public hearing at the City Commission on July 11, 2022.

SUMMARY:

The Planning Division requests that the City Commission consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 185 N. Old Woodward – Bell Bistro.

ATTACHMENTS:

Please find attached the following documents for your review:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract
- Current Site/Design Plans
- Planning Board Staff Report
- Historic District Commission Staff Report

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to APPROVE the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 185 N. Old Woodward – Bell Bistro – and enter into a Special Land Use Permit Contract with RAM Restaurant Group, Inc. to allow for interior and exterior renovations at an existing bistro and the addition of a new outdoor dining area on public/private property on N. Old Woodward.

Bell Bistro
185 N. Old Woodward
Special Land Use Permit Amendment 2022

WHEREAS, A Special Land Use Permit Amendment application was filed in May 2022 for approval of a new concept and associated interior layout, building façade, name, menu and outdoor dining area changes for an existing food and drink establishment, formerly called the Mad Hatter, at 185 N. Old Woodward;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the west side of N. Old Woodward, north of Maple and south of Oakland Ave;

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 May 25th, 2022 reviewed the application for a Special Land Use Permit Amendment, Final Site Plan and Design Review and recommended approval to the City Commission to allow a new concept and associated interior layout, building façade, name, menu and outdoor dining area changes with the following conditions:

1. The applicant must receive Historic District Commission approval for all exterior changes proposed within the Central Business Historic District;
2. The applicant must provide revised plans for the dumpster screening for a masonry screen wall (to match the exterior of the building) with wood gates;
3. The applicant must submit a photometric plan that includes all existing and proposed exterior lighting;
4. The applicant must submit detailed sign plans that include the projection details for all signage;
5. The applicant must provide detailed dimensions for the height and projection into the right of way of the Sunbrella awning; and
6. The applicant must comply with the requests of all City Departments.

WHEREAS, The Historic District Commission on July 6, 2022 approved a Design Review application for exterior changes to the historic Bell Building with the following condition:

1. The applicant obtain full approval from the City Commission prior to installation; and
2. The applicant must submit a façade condition assessment to the Historic District Commission after the removal of the modern facade with photographs to help understand what exists behind the modern facades of the building.

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 BELL BISTRO'S Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that BELL BISTRO'S application for a Special Land Use Permit Amendment, Final Site Plan and Design Review at 185 N. Old Woodward 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. BELL BISTRO shall abide by all provisions of the Birmingham City Code;
2. BELL BISTRO must maintain a valid Outdoor Dining Permit and enter into a Lease Agreement for the use of public property; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, BELL BISTRO 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 BELL BISTRO to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED that BELL BISTRO is recommended for interior and exterior renovations and the operation of a new outdoor dining area on public/private property, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on July 11, 2022.

Alexandria Bingham
City Clerk

**CONTRACT FOR A SPECIAL LAND USE PERMIT
FOR 185 N. OLD WOODWARD – RAM RESTAURANT GROUP, INC.**

This Contract is entered into this 6th day of July, 2022 by and between RAM RESTAURANT GROUP, INC. (Bell Bistro), whose address is 501 Lewis St., Birmingham MI 48009, (Licensee), BIRMINGHAM RIVERSIDE, LLC. whose address is 5785 Clearview Dr., Troy MI 48098 (Property Owner), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (City).

RECITALS:

WHEREAS, A Special Land Use Permit Amendment application was filed in January 2022 for approval of a new concept and associated interior layout, building façade, name, menu and outdoor dining changes for an existing food and drink establishment and bistro, formerly called the Mad Hatter, located at 185 N. Old Woodward; and,

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

WHEREAS The land is zoned B-4, Business Residential, and is located within the Downtown Birmingham Overlay District, which permits bistros with a Special Land Use Permit; and,

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; and,

WHEREAS, the City of Birmingham Commission is approving this agreement in granting a contract to RAM RESTAURANT GROUP, INC. (Bell Bistro) for the continued use of an on- premises license, Special Land Use Permit.

NOW, THEREFORE, the parties agree as follows:

1. Licensee has 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 Property shall also require the approval of the Birmingham City Commission.

2. Licensee further acknowledges that it must maintain a Special Land Use Permit for a food and drink establishment 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 this contract entitling the City to exercise any

or all of the remedies provided herein. Licensee acknowledges that no modifications to the site plan, floor plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, changes in the number of interior or exterior seats, etc.

3. Licensee further acknowledges that outdoor dining is permitted with a valid Outdoor Dining Permit.

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 may 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 establishment. 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 Property Owner and any entity or person for whom Licensee and the Property Owner 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 an establishment 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 and Property Owner 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. 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:

- a. RAM RESTAURANT GROUP, INC. (Bell Bistro) shall abide by all provisions of the Birmingham City Code; and
- b. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest; and

14. Failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

15. Except as herein specifically provided, RAM RESTAURANT GROUP, INC. (Bell Bistro) 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 RAM RESTAURANT GROUP, INC. (Bell Bistro) to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

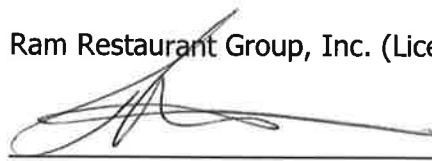
16. RAM RESTAURANT GROUP, INC. (Bell Bistro) is recommended for the continued operation of a food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations, above all others, subject to final inspection.

17. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY OF BIRMINGHAM, the Property Owner and Licensee. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in

writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

Ram Restaurant Group, Inc. (Licensee)



By: Randy Dickow

Its: President

Date: 7-6-22

STATE OF MICHIGAN)

ss: COUNTY OF OAKLAND)

On this 6 day of JULY, 2022, before me personally appeared RANDY DICKOW who acknowledged that with authority on behalf of RAM RESTAURANT GROUP to do so he/she signed this Agreement.



Notary Public

OAKLAND County, Michigan

Acting in OAKLAND County, Michigan

My commission expires: 2028

Birmingham Riverside, LLC (Property Owner)

By: Richard Slater

Its: Member

Date: _____

STATE OF MICHIGAN)

ss: COUNTY OF OAKLAND)

On this _____ day of _____, 2022, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City
Clerk

APPROVED:

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

Nicholas Dupuis, Planning Director
(Approved as to substance)

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

Luckenbach|Ziegelman|Gardner Architects PLLC

Bell Bistro - Exterior Dining
f/k/a "Mad Hatter"
HDC & SLUP Review
185 North Old Woodward Avenue
Birmingham, Michigan

RAM Restaurant Group, LLC

Architect's Project Number 44-2022

Zoning Information

Building Area / Building Criteria

Zoning

- Zoning = B4
- Downtown Overlay District = D4
- Part of Downtown Birmingham Parking Assessment District
- Downtown Historic District

Sheet Schedule

ARCHITECTURAL

				SHEET #	DRAWING SHEET TITLE
1/A	●			SD 100	TITLE, SHEET SCHEDULE, AND ZONING INFORMATION
		●		SD 101	SITE PLAN, LOCATION, AND SITE INFORMATION
				SD 102	REFLECTED CEILING / LIGHTING PLAN
	●			SD 103	FLOOR & OUTDOOR DINING PLAN - FFE INFORMATION
1/A	●			SD 104	EXTERIOR ELEVATION - INTERIOR IMAGES
	●	●		SD 105	EXTERIOR ELEVATION DETAIL - WALL SECTION - SIGNAGE DETAILS

HISTORIC DISTRICT COMMISSION + PLANNING BOARD REVIEW FOR SPECIAL LAND USE PERMIT



issue	date
REVIEW	MAY 12, 2022
/1\	JUNE 15, 2022

[illegible]

sheet title:

Title Sheet
Zoning Information
Sheet Schedule

project:

Bell Bistro

Exterior Dining
Planning + HDC
Review

RAM Restaurant Group, LLC

project address:

185 N. Old Woodward Ave.
Birmingham, Michigan

designed

drawn

coordination checked

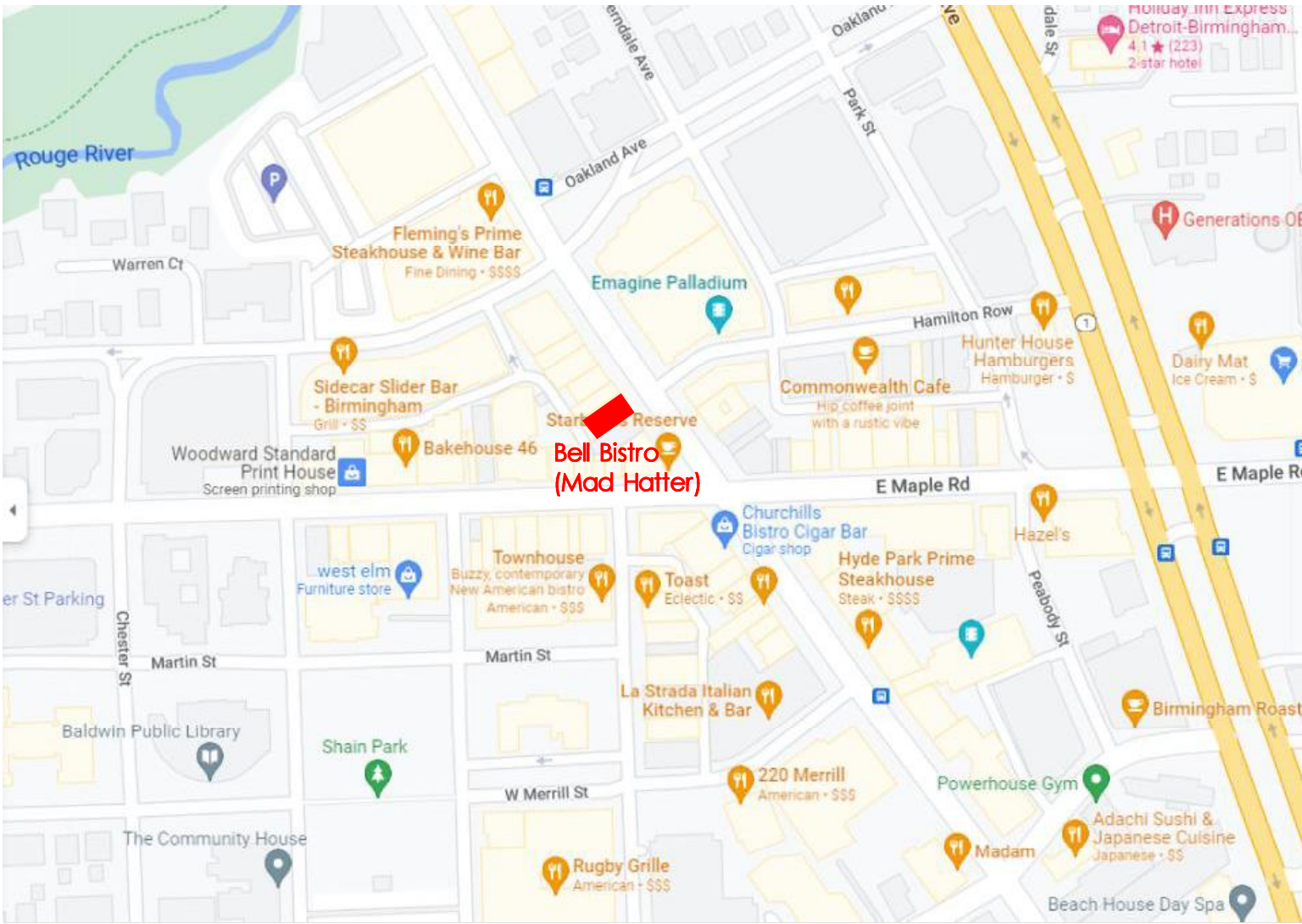
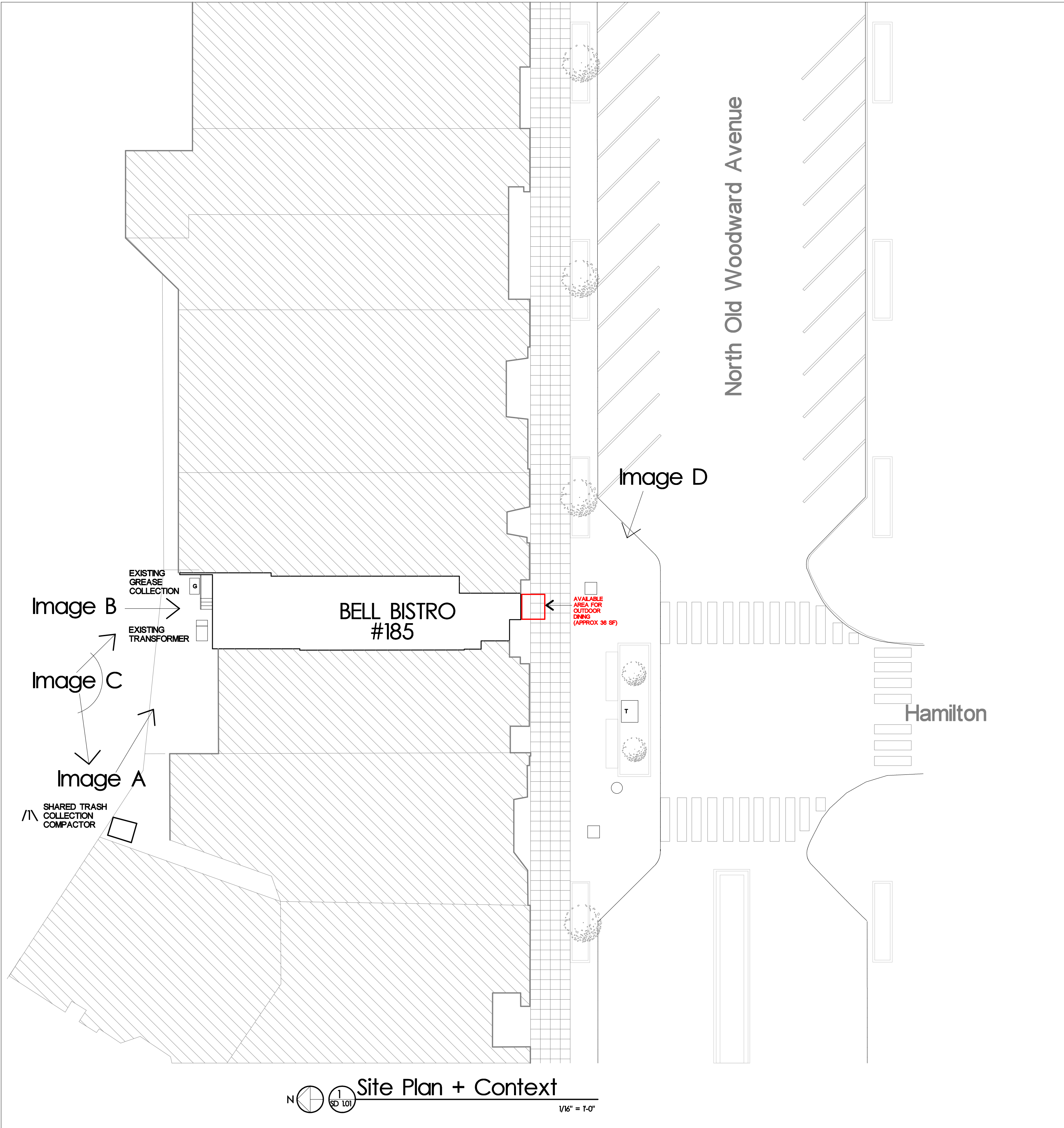
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project number:

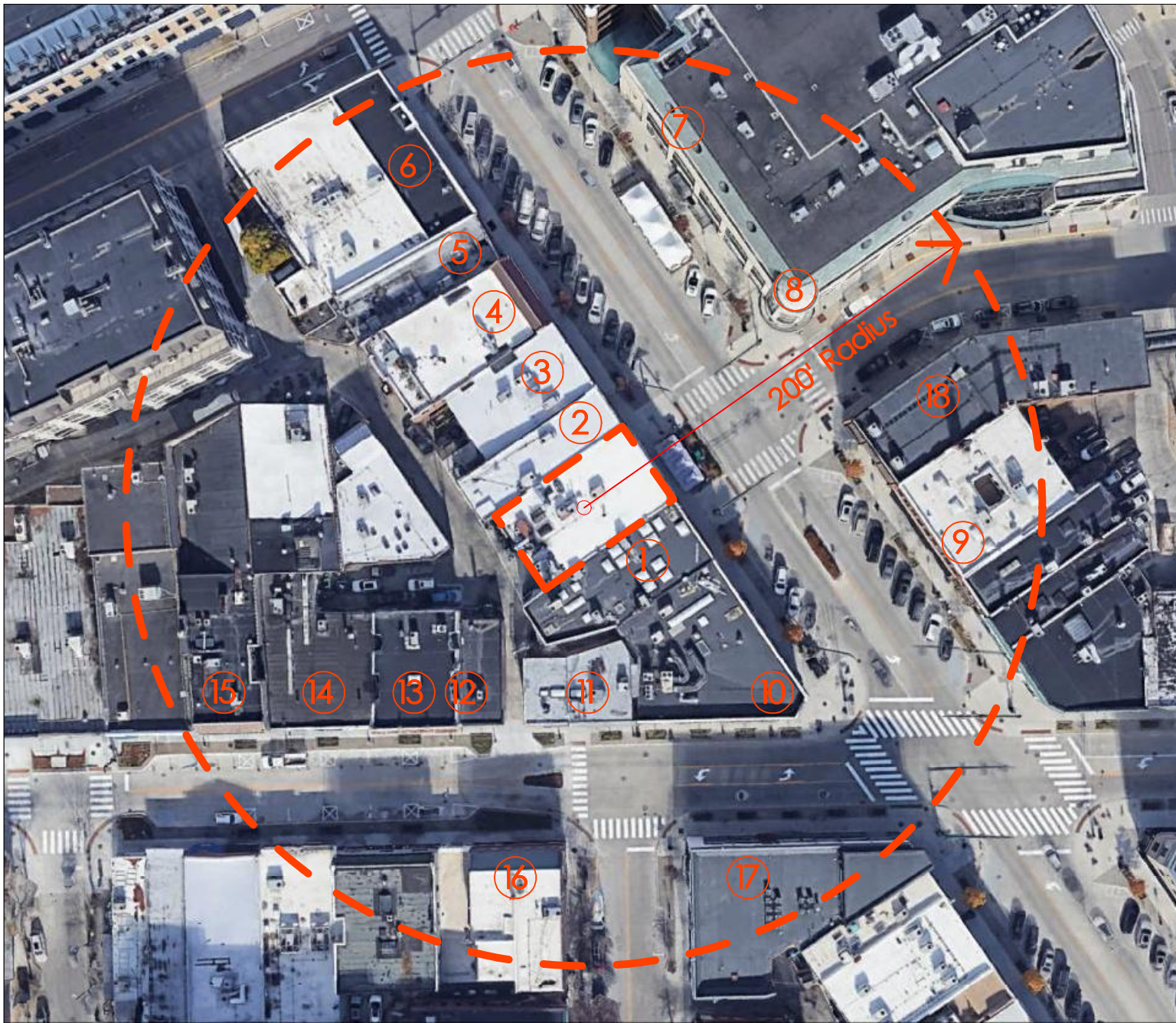
44-2022

sheet number:

SD-1.00



Location Map



Adjacent Properties

KEY	
1 Paris Bakery	10 Starbucks Reserve
2 Cristions	11 Astreins Jewelers
3 Paulina BH	12 Suhm-Thing
4 Stacked Deli	13 Allen Edmonds
5 Figo Salon	14 Steele Angel
6 Ethan Allen Furniture	15 Caruso Caruso
7 The Morrie	16 Paper Source
8 Lucido Jewelry	17 Gazelle Sports
9 Wachler Estate	18 Comerica Bank



Image A - Rear Alley



Image B - Rear Alley | Transformer/Utilities

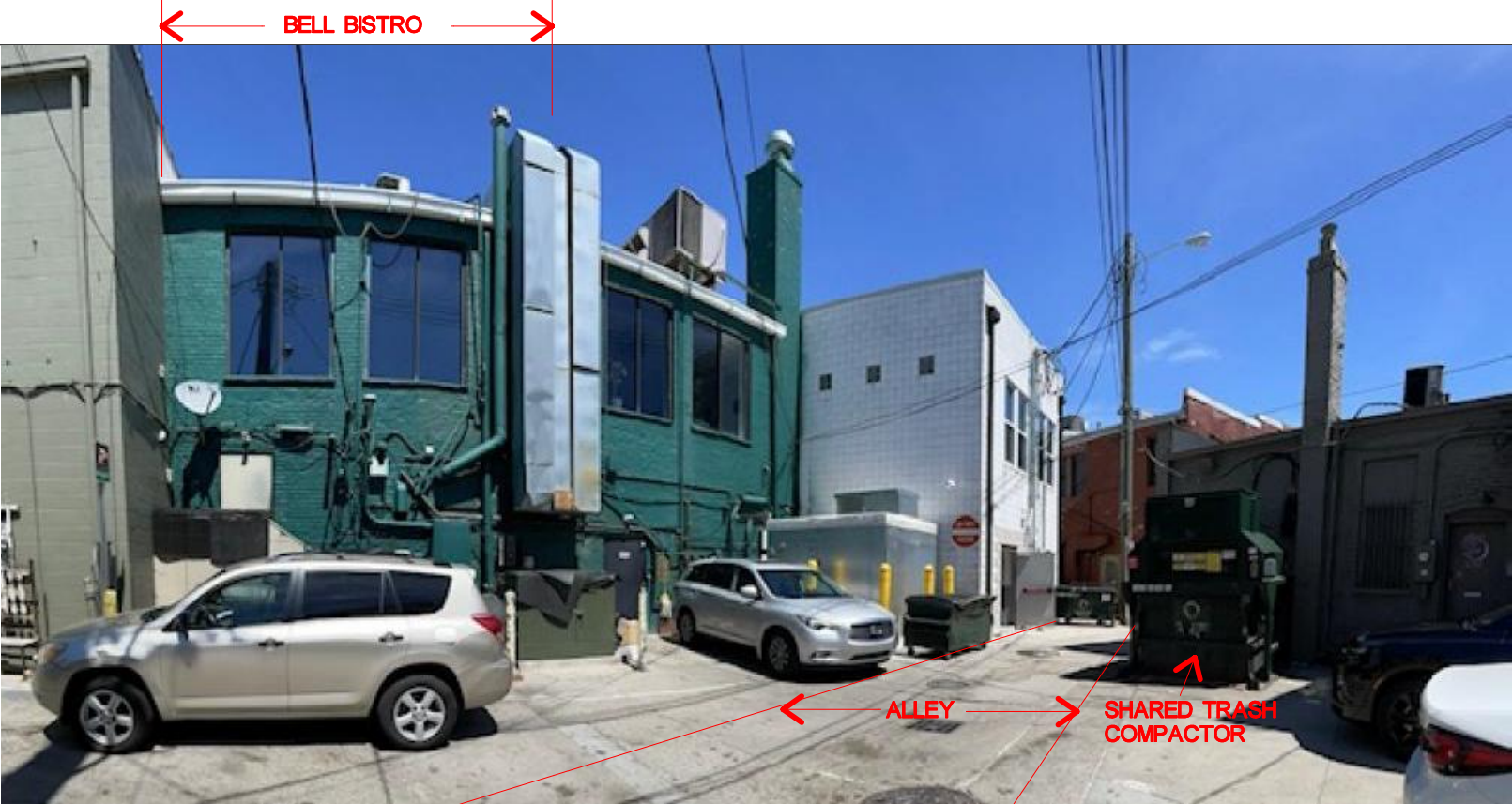


Image C Existing Rear Alley/Shared Trash Compactor Location



Image D Existing Streetscape w/ available Outdoor Dining Area

seal:

L|Z|G
Architects

Luckenbach/Ziegelman/Gardner
Architects

555 S. Old Woodward Ave, Suite 27L
Birmingham, Michigan 48009

email:
gardner-arch@sbglobalnet

tele:
248.642.3990

issue	date
REVIEW	MAY 12, 2022
/1/	JUNE 15, 2022

sheet title:

Site Plan,
Location Map
Adjacencies

project:

Bell Bistro
Exterior Dining

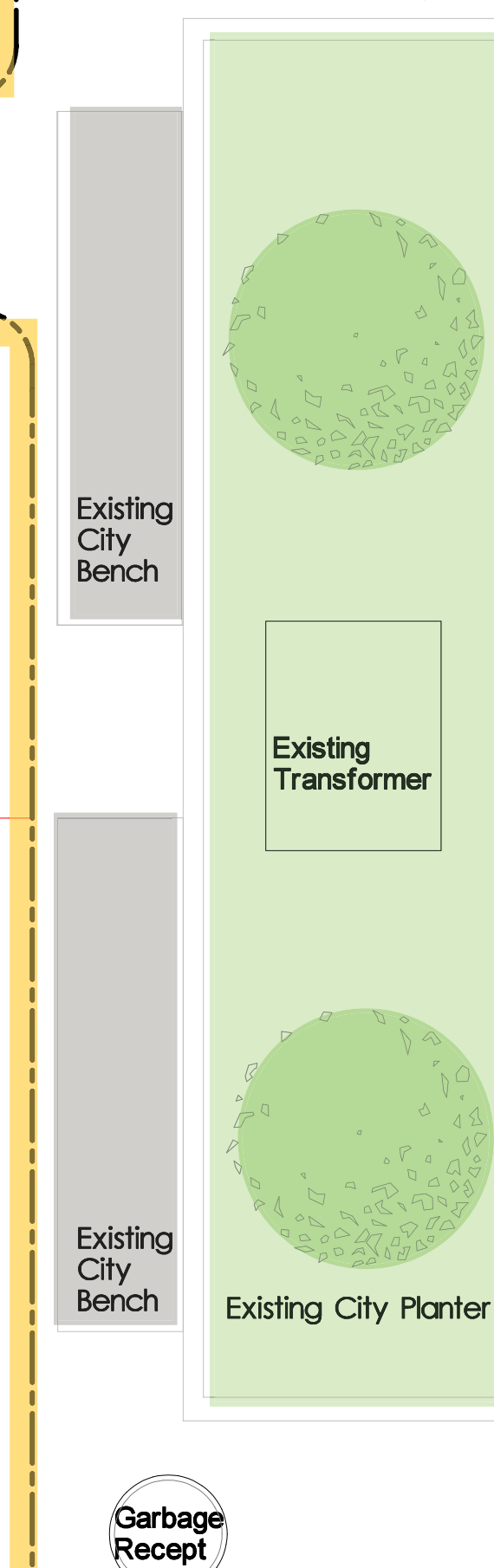
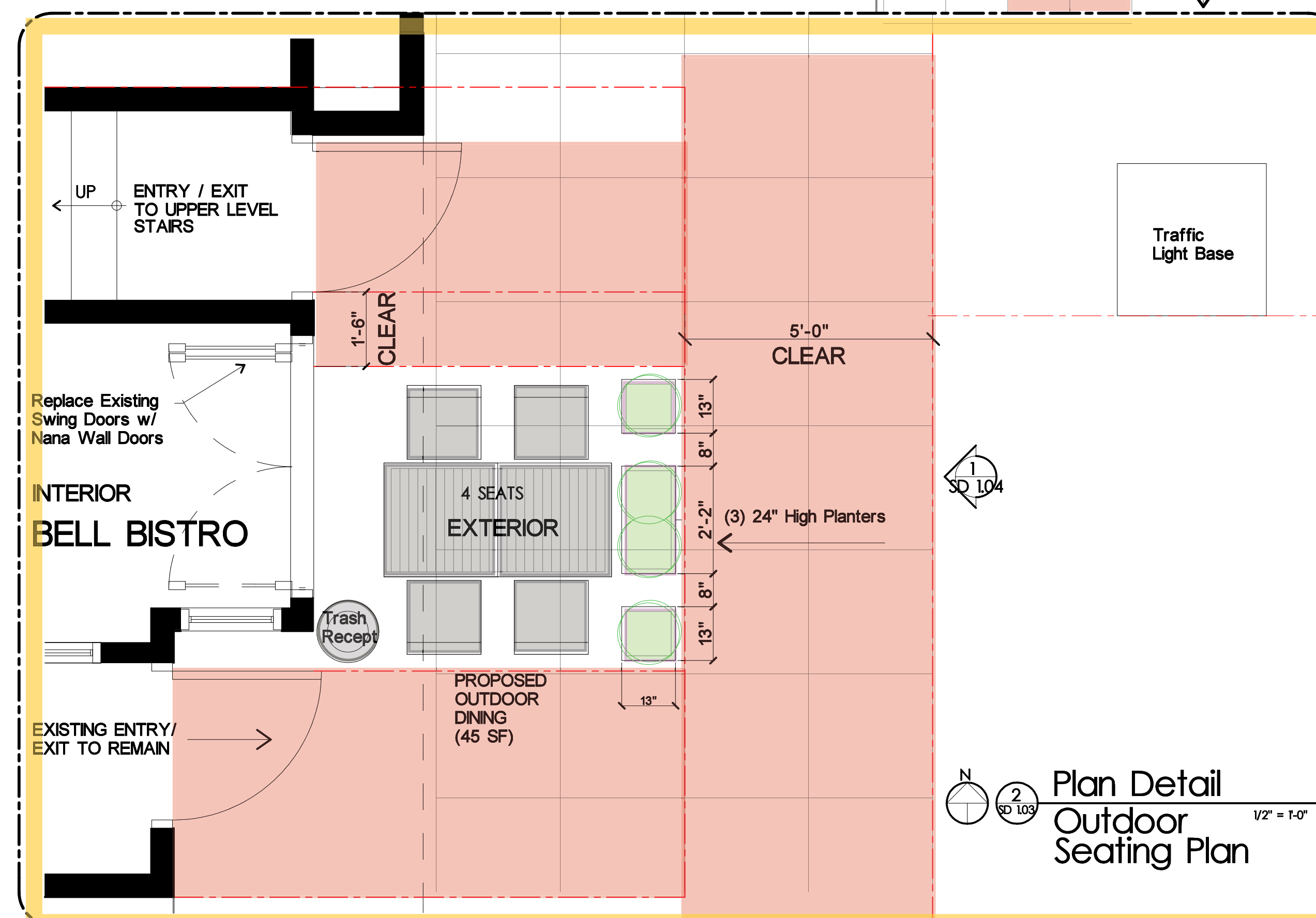
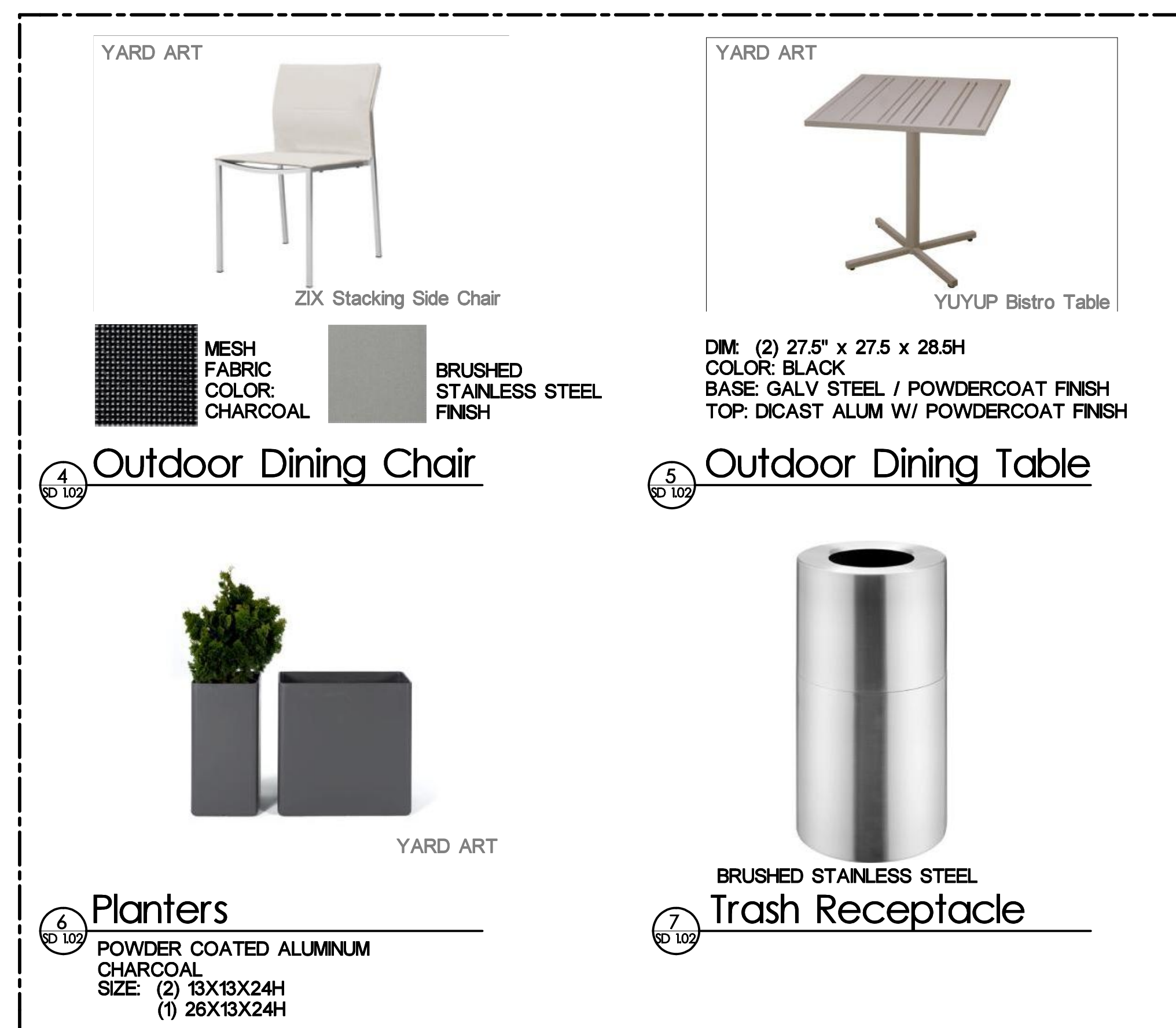
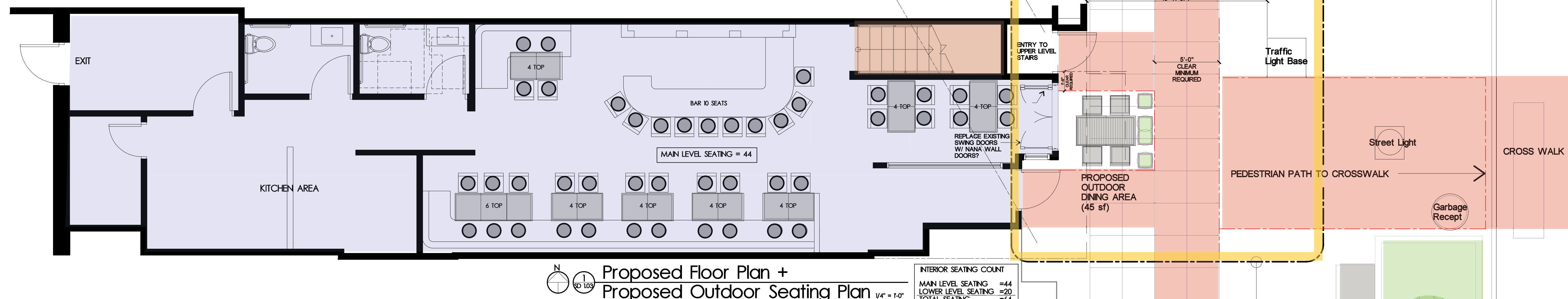
project address:
185 N. Old Woodward Ave.
Birmingham, Michigan

designed
drawn
coordination checked
checked approved

project number:
044-2022

sheet number:

SD-1.01

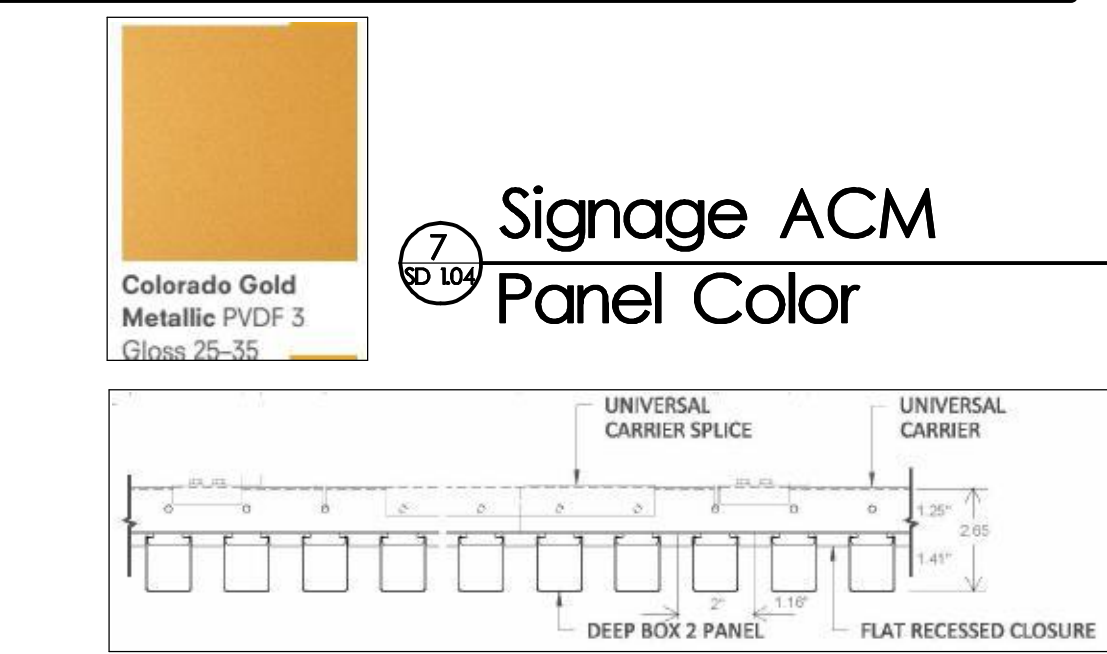
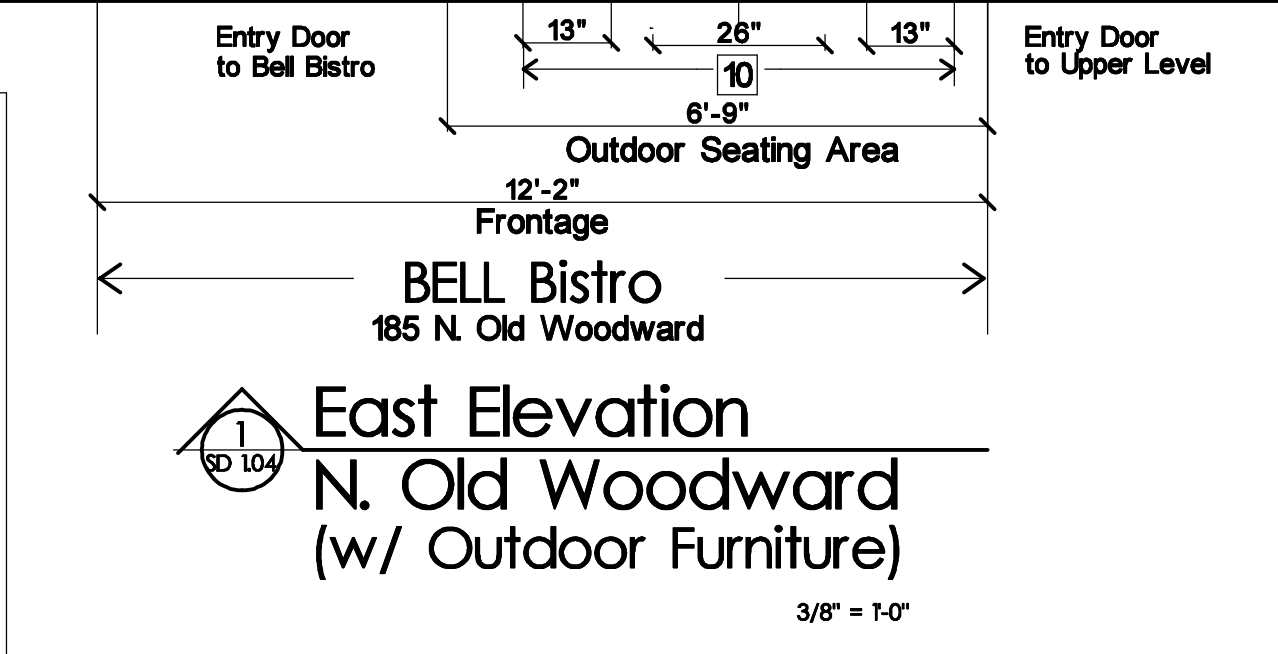


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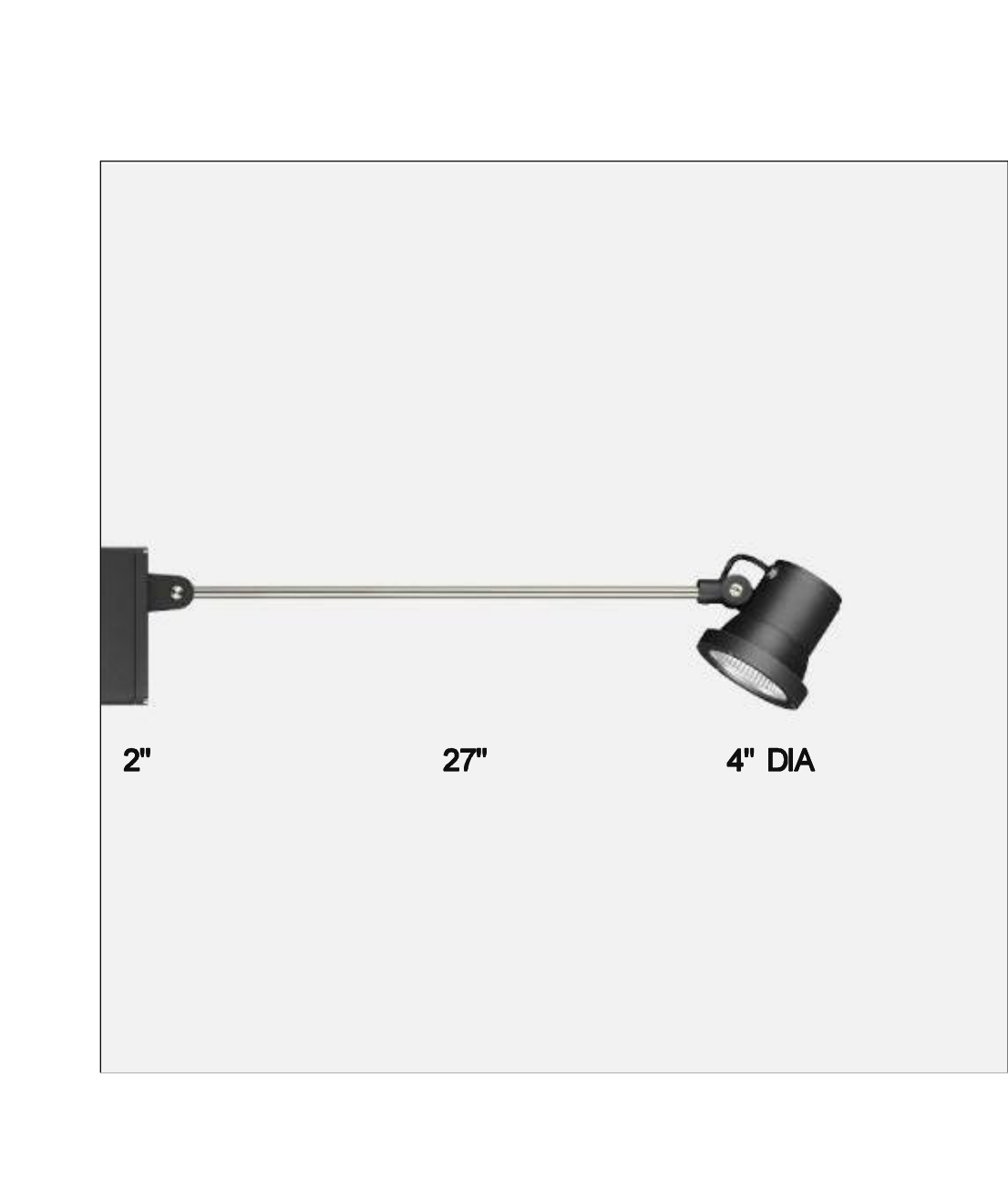
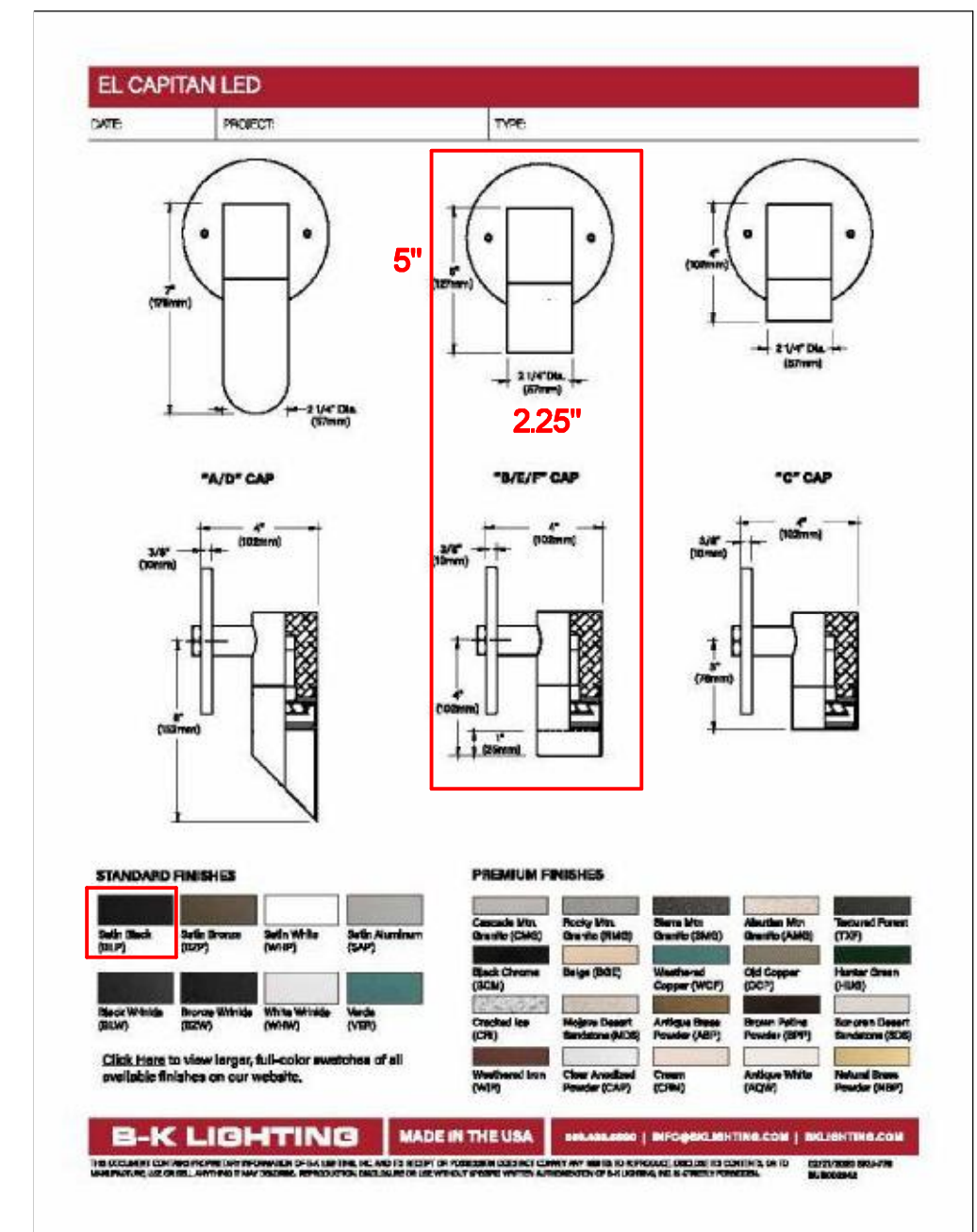
- ☐ GR Garbage Receptacle
- ☒ SL Street Lamp
- ☐ TL Traffic Lamp
- ☐ T Transformer
- ☐ D Dumpster



- Drawing Key**
- Existing Crown Profile to Remain
 - Certainteed "Deep Box Channel" Powdercoated .020" Steel Color: 8433 Fine Wenge
 - Sunbrella Canvas Awning (Color to match exist'g)
 - AS 1 Surface mounted linear light fixture
 - AS 2 BEGA Compact narrow beam spread Spotlight
 - New Nanawall doors w/ Clear Glass 80% VLT Black Anodized Aluminum
 - Sign Back Panel = 1/2" ACM (Alucobond or Equal) Color = Colorado Gold PVDF Signage Area = 6.5 sf | Length = 25% of Frontage Raised Di Cast Alum Letters: Color = Black Bell H = 10" Bistro H = 6" Font = Century Gothic
 - Existing recessed light fixtures to remain above door
 - New Entry Door - Black Anodized Aluminum - Insulated (3'-0" x 8'-0" to match existing size and profile) w/ Clear Insulated Glass = 80% VLT
 - Powdercoated Aluminum Planters: (2) 13x13x24 + (1) 26x13x24 (WxDxH)



AS-1 Lighting Fixture
BK LIGHTING - EL CAPITAN
7 W LED 2700 DEG K
13 DEG NARROW SPOT
SATIN BLACK FINISH



AS-2 Lighting Fixture
BEGA COMPACT FLOOD LIGHT
24V DC 7.9 W 2700 DEG K 888 LM
28 DEG BEAM SPREAD (MEDIUM SPOT)
DI CAST ALUMINUM - COLOR: MATT BLACK
27" LONG ARM



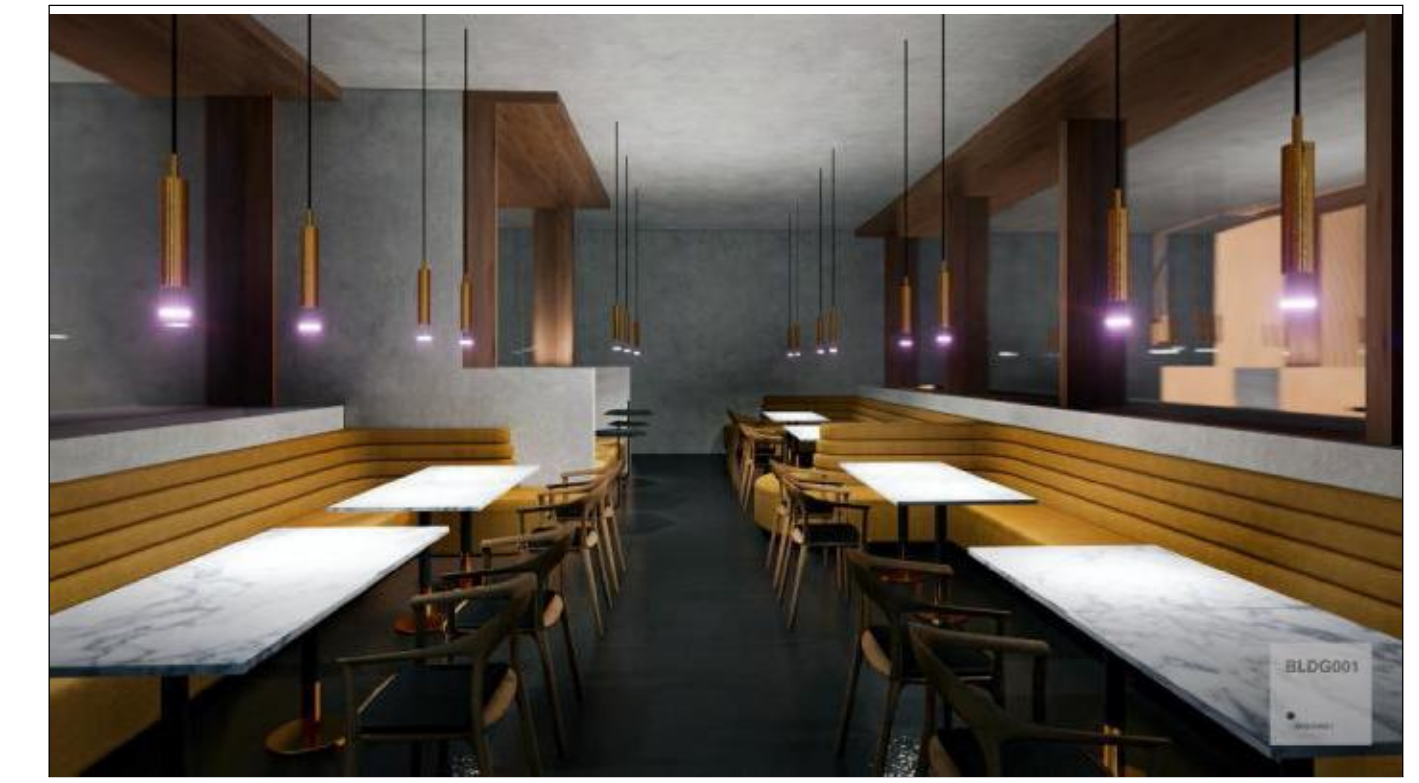
Planter Box Plants
DEEP PURPLE HYDRANGEA



Main Level Dining & Bar Area



Main Level Dining Area



Lower Level Dining Area



Restrooms

Interior Renderings

seat

L|Z|G Architects

Luckenbach|Ziegelman|Gardner Architects

555 S. Old Woodward Ave, Suite 27L
Birmingham, Michigan 48009

email: gardner-arch@sbcbglobal.net
tele: 248.642.3990

issue REVIEW date MAY 12, 2022

sheet title: Exterior East Elevation Interiors Lighting Plants

project:

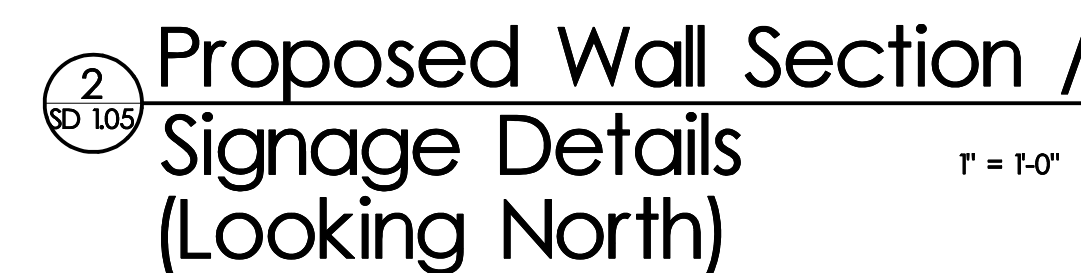
Bell Bistro Exterior Dining

project address: 185 N. Old Woodward Ave. Birmingham, Michigan

designed
drawn
coordination checked
checked approved

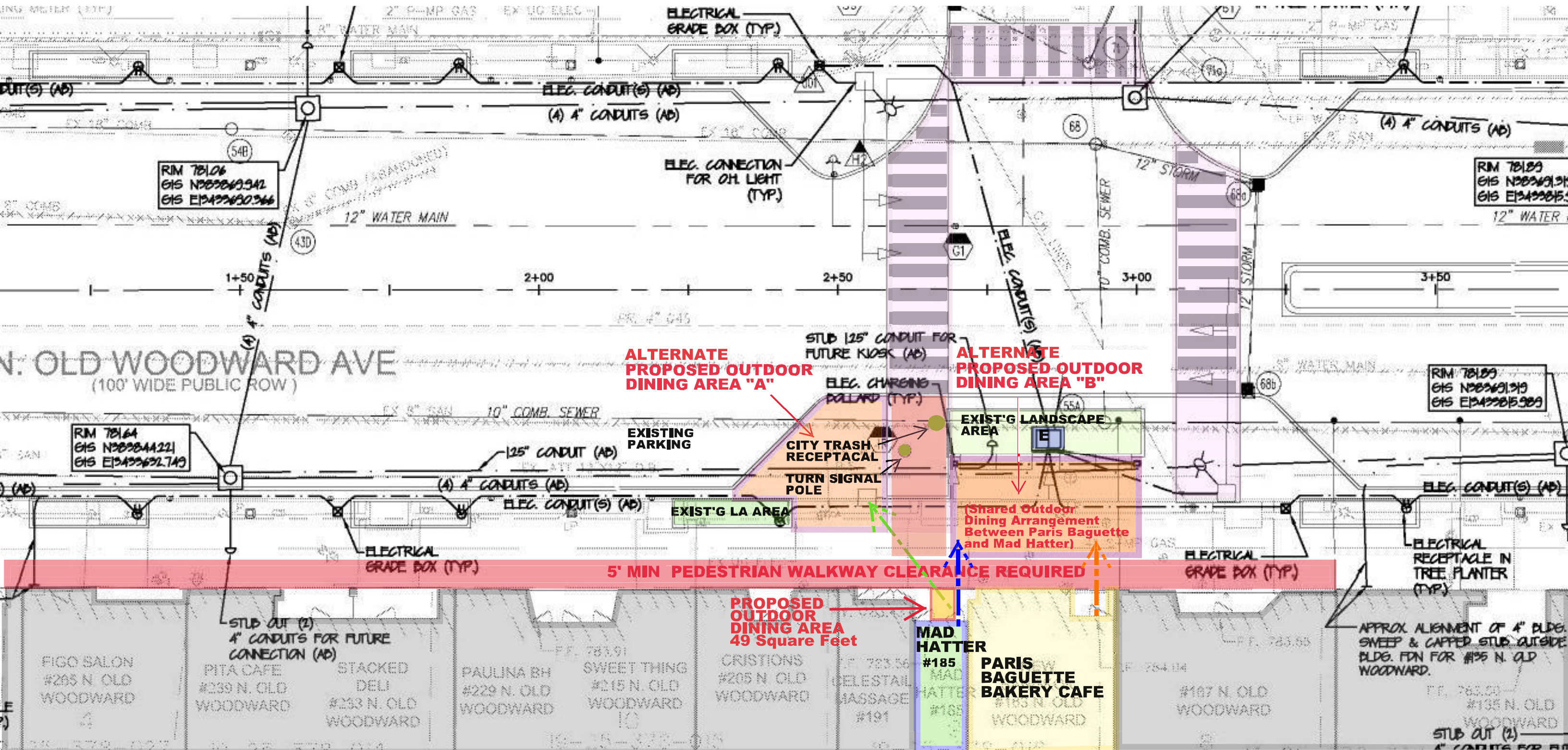
project number: 44-2022

sheet number: SD-1.04



1. Existing Crown Profile to Remain
2. Certainteed "Deep Box Channel" Powdercoated .020: Steel
Color: 8433 Fine Wenge
3. Sunbrella Canvas Awning (Color to match exist'g)
4. AS 1 Surface mounted linear light fixture
5. AS 2 BEGA Compact (narrow beam spread) Spotlight
6. New Nanawall doors w/ Clear Black Anodized Aluminum (1) Glass 80% VLT Insulated
7. Sign Back Panel = 1/2" ACM (Alucobond or Equal)
Color = Colorado Gold PVDF
Signage Area = 6.5 sf | Length = 25% of Frontage
Raised DI Cast Alum Letters:
Color = Black
Bell H = 10"
Bistro H = 6"
Font = Century Gothic
8. Existing recessed light fixtures to remain above door
9. New Entry Door - Black Anodized Aluminum - Insulated (3'-0" x 8'-0") to match existing size and profile) w/ Clear (1) Insulated Glass = 80% VLT
10. Powdercoated Aluminum Planters:
(2) 13x13x24 ± (1) 26x13x24 (WxHxD)

Drawing Key



FOR REVIEW ONLY





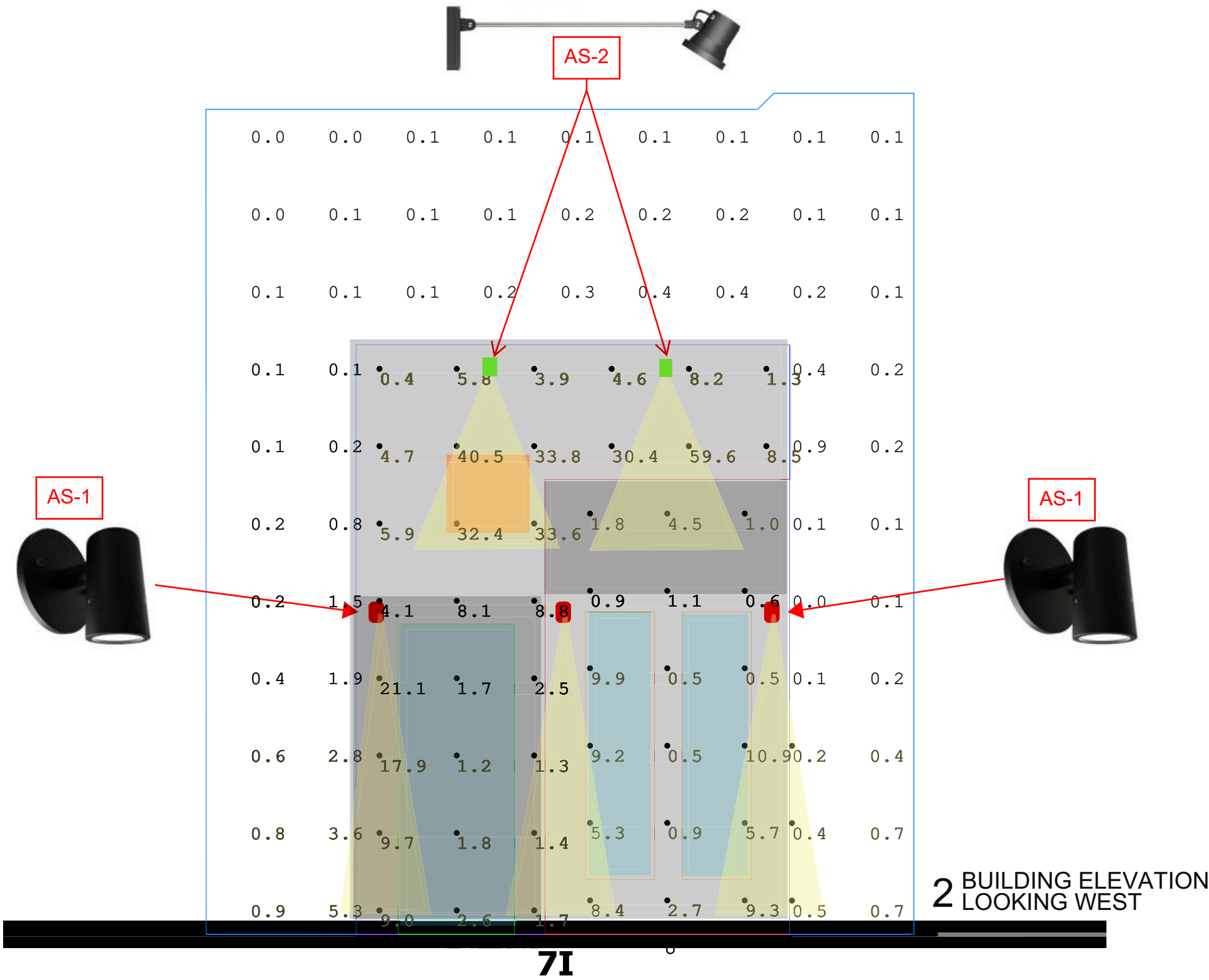
BELL Bistro
Birmingham, Michigan

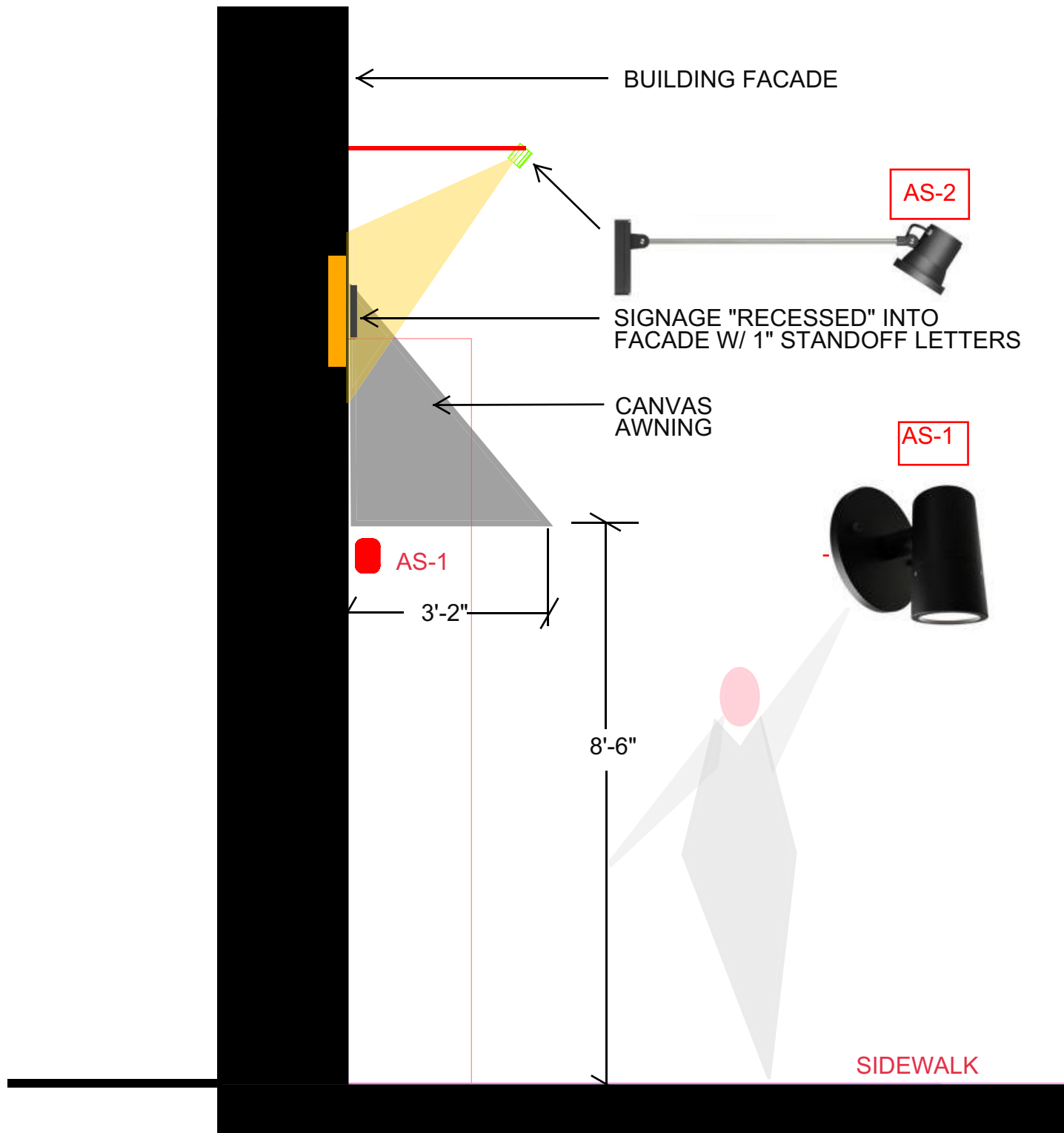
ILLUMINART

Division of Peter Basso Associates Consulting Engineers

Luckenbach|Ziegelman|Gardner Architects

Exterior
Lighting/
Photometrics







MEMORANDUM

Planning Division

DATE: May 16th, 2022

TO: Planning Board Members

FROM: Leah Blizinski, City Planner

SUBJECT: 185 N. Old Woodward – Mad Hatter /Bell Bistro — Special Land Use Permit (SLUP), Final Site Plan & Design Review

The subject site is located at 185 N. Old Woodward, on the West side of N. Old Woodward, North of Maple. The applicant, an existing Food and Drink establishment, is seeking approval of a Special Land Use Permit (SLUP) Amendment pursuant to Chapter 7, Section 7.37 (D) of the Zoning Ordinance. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District. The applicant, Mad Hatter, is an existing Bistro License under Chapter 10, Alcoholic Liquors, of the City Code, with an existing outdoor café on public property that is no longer feasible due to changes in the streetscape. In 2019, staff received permission from the Planning Board to Administratively Approve an Outdoor Dining area for Mad Hatter in front of the then-vacant storefront immediately adjacent to the South. This administratively approved outdoor dining area is also nullified, as that space is no longer vacant (by Paris Baguette). There is no change of ownership to the liquor license and the SLUP; the existing owner is proposing to change the name, interior layout, building façade, menu and outdoor dining area. **Due to the building's location within the Central Business Historic District, the applicant will need to obtain approval from the Historic District Commission.**

1.0 Land Use and Zoning

- 1.1 Existing Land Use – The existing site is used as a food and drink establishment with indoor and outdoor dining. No changes are proposed to the existing use. Land uses surrounding the site are retail and commercial.
- 1.2 Existing Zoning – The property is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District. The existing use and surrounding uses appear to conform to the permitted uses of each Zoning District.

- 1.3 Summary of Adjacent Land Use and Zoning – The following chart summarizes the existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Commercial/ Retail	Commercial/ Retail	Commercial/ Retail	Commercial/ Retail
Existing Zoning District	B-4 Business- Residential	B-4 (Business- Residential)	B-4 (Business- Residential)	B-4 (Business- Residential)
Overlay Zoning District	D-4 Downtown Four or Five Stories	D-4, Downtown Four or Five Stories	D-4 Downtown Four or Five Stories	D-4 Downtown Four or Five Stories

2.0 Bistro Requirements

Article 9, section 9.02, Definitions, of the Zoning Ordinance defines a bistro as a restaurant with a full service kitchen with interior seating for no more than 65 people and additional seating for outdoor dining of no more than 65 people. Mad Hatter is an existing Bistro with 65 dining seats and 9 bar seats and is proposing an interior renovation. The proposed interior renovations will adjust the seat total to 34 dining seats and 10 bar seats on the main level and 20 dining seats on the lower level for a total of 64 seats inside.

Bell Bistro proposes to continue to operate a full service kitchen, with a diverse menu, which includes pasta, beef and seafood entrees, specialty side dishes, and desserts. The interior will be remodeled according to the attached design and architectural plans.

They are proposing to have outdoor dining for 4 patrons on private and public property. The applicant proposes one four-top outdoor dining table on private and public property alongside the exterior length of the restaurant's frontage.

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

- No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats;
- Alcohol is served only to seated patrons, except those standing in a defined bar area;
- No dance area is provided;
- Only low key entertainment is permitted;
- Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
- A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1' and 8' in height;

- g. All bistro owners must execute a contract with the City outlining the details of the operation of the bistro;
- h. Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
- i. Enclosures facilitating year round dining outdoors are not permitted.
- j. Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.
- k. Outdoor rooftop dining is permitted with the conditions that surrounding properties are not impacted in a negative manner and adequate street level dining is provided as determined by the Planning Board and City Commission. Rooftop dining seats will count towards the total number of permissible outdoor dining seats.

As discussed above, Bell Bistro is proposing to have 10 seats situated at a bar towards the north side of the bistro. The applicant proposes to have seating at the front of the restaurant lining the storefront. They are proposing to exchange the existing swing out doors in the storefront with Nanawall doors, which fold inward. No direct connect bar permit will be permitted from this license if it is approved. Alcohol may only be served to seated patrons and those standing in the bar area only. Bell Bistro does not propose any dancing area or low-key entertainment.

Bell Bistro is proposing to have outdoor dining for 4 patrons on private and public property directly adjacent to the building. The outdoor dining area as proposed provides for pedestrian flow via the required 5' wide pathway between the proposed dining area and the street.

The previously approved hours for this SLUP are 9 a.m. – 10 p.m. Sunday through Thursday and 9 a.m. -11 p.m. Friday and Saturday. The applicant proposes new hours of operation; Sunday through Wednesday, 11 a.m. – 10 p.m. and Thursday through Saturday 11 p.m. - 12 a.m. The proposed outdoor café is not immediately adjacent to any single-family zoned property.

3.0 Setback and Height Requirements

Please see the attached zoning compliance summary sheet for details on setback and height requirements. There are no bulk, area, height or placement issues with the proposed plan.

4.0 Screening and Landscaping

- 4.1 Dumpster Screening – The applicant proposes to place a new dumpster in the back of the property, adjacent to the Willits Alley, and to screen the dumpster with 6' masonry screen wall with wooden operable doors. **The applicant must**

submit revised plans detailing the materials and construction of the screen wall and doors.

- 4.2 Parking Lot Screening – The subject site is located within the Parking Assessment District. Therefore, no additional off-street parking facility and accompanying screening is required or proposed.
- 4.3 Mechanical Equipment Screening – The applicant is not proposing any changes to the existing rooftop mechanical units on the building.
- 4.4 Landscaping –The applicant is proposing 3 new planters in front of the outdoor dining area in front of the restaurant. The planters will contain deep purple hydrangea.
- 4.5 Streetscape – There are no new streetscape items proposed as a part of this Special Land Use Permit Amendment and Final Site Plan/Design Review application. The streetscape was recently reconstructed to the downtown standards.

5.0 Parking, Loading and Circulation

- 5.1 Parking – The subject site is located within the Parking Assessment District. Therefore, no additional off-street parking facility is required or proposed.
- 5.2 Loading – The tenant space for this use measures 2,583 sq. ft. No off-street loading space is required for the less than 5,000 sq. ft. commercial use.
- 5.3 Vehicular Circulation and Access – The vehicular circulation and access is proposed to remain the same as is existing. The subject site is currently accessed by vehicles on N. Old Woodward and the Willits alley.
- 5.4 Pedestrian Circulation and Access – Pedestrians are able to access the restaurant space from N. Old Woodward.

6.0 Lighting

Existing pedestrian scale street light fixtures illuminate N. Old Woodward. The applicant is proposing to add two Bega Compact Flood Lights to the façade mounted at the top of the crown profile and three surface mounted El Capitan LED units on the face of the building located underneath the crown profile and between the doors. A detail specification sheet for the light fixtures is attached to this report.

Based on a review of the specifications provided, the Planning Division believes the additional fixtures have the potential to significantly alter the illuminance of the site, therefore the applicant is required to provide a photometric plan that includes all existing and proposed exterior lighting. The Planning Board may wish to waive this requirement pursuant to Article 4, Section 4.21 (C) of the Zoning Ordinance, if they feel the proposed lights will not significantly alter the illuminance on site.

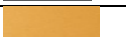
Fixture	Type	Location	Lumens
Bega Compact (medium beam spread) Spotlight	Flood light 24V DC 7.9 W 2700 DEG K	Exterior façade above crown profile	888
El Capitan surface mounted linear light	7W LED 13 Degree Narrow Spot	Exterior façade below crown profile between doors	Not provided

7.0 Departmental Reports

- 7.1 Engineering Division – Please see attached Engineering Division comments.
- 7.2 Department of Public Services – The Department of Public Services (DPS) has no concerns at this time.
- 7.3 Fire Department – Please see attached Fire Department comments.
- 7.4 Police Department – The Police Department has no concerns at this time.
- 7.5 Parking Manager – The Parking Manager has no concerns at this time.
- 7.6 Building Division – See attached Building Division comments.

8.0 Design Review

The applicant is proposing changes to the building façade and outdoor dining area. The plans show the existing crown profile to remain with the addition of CertainTeed “Deep Box Channel” Powder coated Steel as well as adding Sunbrella Canvas Awning to match the existing awnings on the adjacent buildings (Paris Baguette). They are proposing to keep one existing light under the awning as well as existing recessed light fixtures above the entry door as well as add 5 additional exterior lights as detailed above. The existing swing doors would be replaced with new Nanawall doors w/clear glass and black anodized aluminum leading to the proposed new outdoor dining area. A complete list of all of the new proposed materials is as follows:

Material	Location	Color
Brushed stainless steel with mesh fabric	Outdoor dining chairs	
Galv. Steel/Powder coat finish	Outdoor dining table	
Powder coated aluminum	Planter boxes	
Alucobond Panel	Signage	
El Capitan Light	Exterior Facade	
Bega Compact Light	Exterior Facade	
DGS Series Electric Infrared Heater	Under awning on-street	
Sunbrella Canvas	Awning	

Signage

The applicant proposes to add to the façade a Sign Back Panel, 1/2" ACM (Alucobond or equal) in a Colorado Gold PVDF color with a signage area of 6.5 sq. ft. with the name 'Bell Bistro' in Century Gothic font. The applicant also proposes signage to read 'Bell Bistro' on the awning with a signage area of 1.17 that appears to meet the awning sign standards. **The applicant must submit detailed sign plans that include the projection of all proposed signage on the building.**

Outdoor Dining

Outdoor cafes must comply with the site plan criteria as required by Article 4.44 OD-01 Outdoor Dining Standards. Outdoor cafes are permitted immediately adjacent 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.

The applicant has provided specification sheets on all products/materials to be installed. The tables and chairs proposed to be used in the outdoor dining area are constructed primarily of metal as specified above.

Powder coated Aluminum Planters, two (2) in a 13W x 13D x 24H size and one (1) in a 26W x 13D x 24W size, are proposed to line the new outdoor dining area and separate it from the 5ft. clear pedestrian pathway. The planters are to contain deep purple hydrangea, which is not on the prohibited species list.

The new outdoor dining area is proposed to be an approximately 49 sq. ft. space directly in front of the new Nanawall doors between the façade and the existing 5ft. clear pedestrian pathway located on private and public property. The outdoor dining

area will have one four-top table, which is proposed to be a galvanized steel base with a powder coat finish and a dicast aluminum top with a powder coat finish. The chairs for the outdoor dining will be brushed stainless steel finish with mesh fabric in a charcoal color. A new trash receptacle of brushed stainless steel is proposed for the outdoor dining area.

Projections into the Right-of-Way

Article 4, Section 4.74 (D)(4)(c)(i) states that removable architectural elements such as awnings, canopies, marquees may be approved by the Planning Board to project into the right of way provided that they are constructed to support applicable loads without any ground mounted supports on public property. Encroachments with less than 15' of clearance above the sidewalk shall not extend into or occupy more than two-thirds of the width of the sidewalk or 5 feet, whichever is less, and must not interfere with any existing or planned streetscape elements or infrastructure.

The applicant proposes a Sunbrella canvas awning to project from the building façade into the right of way to match the existing awning on the adjacent building (Paris Baguette). However, details were not provided on the height of the awning and the amount of the projection into the right of way. **The applicant must provide detailed dimensions for the height and projection of the Sunbrella awning, including the amount of projection into the right of way.**

Additionally, the Bega Compact Flood lights are proposed to project approximately 33" into the right of way.

9.0 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	☒	☐	☐

10.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property 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.

11.0 Recommendation

Based on a review of the site plan submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** of the Special Land Use and Final Site Plan/Design Review application for 185 N. Old Woodward – Bell Bistro – subject to the following conditions:

1. The applicant must receive Historic District Commission approval for all exterior changes proposed within the Central Business Historic District
2. The applicant must provide revised plans for the dumpster screening for a masonry screen wall (to match the exterior of the building) with wood gates;

3. The applicant must submit a photometric plan that includes all existing and proposed exterior lighting;
4. The applicant must submit detailed sign plans that include the projection details for all signage;
5. The applicant must provide detailed dimensions for the height and projection into the right of way of the Sunbrella awning; and
6. The applicant must comply with the requests of all City Departments.

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

Motion to recommend for **APPROVAL** the Final Site Plan & Design Review for 185 N. Old Woodward – Bell Bistro – subject to the following conditions:

1. The applicant must receive Historic District Commission approval for all exterior changes proposed within the Central Business Historic District
2. The applicant must provide revised plans for the dumpster screening for a masonry screen wall (to match the exterior of the building) with wood gates;
3. The applicant must submit a photometric plan that includes all existing and proposed exterior lighting;
4. The applicant must submit detailed sign plans that include the projection details for all signage;
5. The applicant must provide detailed dimensions for the height and projection into the right of way of the Sunbrella awning; and
6. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review for 185 N. Old Woodward. – Bell Bistro – pending receipt of the following:

1. The applicant must receive Historic District Commission approval for all exterior changes proposed within the Central Business Historic District
2. The applicant must provide revised plans for the dumpster screening for a masonry screen wall (to match the exterior of the building) with wood gates;
3. The applicant must submit a photometric plan that includes all existing and proposed exterior lighting;
4. The applicant must submit detailed sign plans that include the projection details for all signage;
5. The applicant must provide detailed dimensions for the height and projection into the right of way of the Sunbrella awning; and
6. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend for **DENIAL** to the City Commission the Final Site Plan & Design Review for 185 N. Old Woodward. – Bell Bistro – for the following reasons:

1. _____
2. _____
3. _____

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

Motion to recommend for **APPROVAL** to the City Commission the Special Land Use Permit for 185 N. Old Woodward. – Bell Bistro – subject to the conditions of Final Site Plan & Design Review approval.

OR

Motion to **POSTPONE** the Special Land Use Permit 185 N. Old Woodward – Bell Bistro – pending receipt of the following:

1. The applicant must receive Historic District Commission approval for all exterior changes proposed within the Central Business Historic District
2. The applicant must provide revised plans for the dumpster screening for a masonry screen wall (to match the exterior of the building) with wood gates;
3. The applicant must submit a photometric plan that includes all existing and proposed exterior lighting;
4. The applicant must submit detailed sign plans that include the projection details for all signage;
5. The applicant must provide detailed dimensions for the height and projection into the right of way of the Sunbrella awning; and
6. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend for **DENIAL** to the City Commission the Special Land Use Permit for 185 N. Old Woodward. – Bell Bistro – for the following reasons:

1. _____
2. _____
3. _____



MEMORANDUM

Planning Division

DATE: July 6, 2022

TO: Historic District Commission

FROM: Leah Blizinski, City Planner

APPROVED: Nick Dupuis, Planning Director

SUBJECT: 185 N. Old Woodward – Bell Building/Bell Bistro – Design Review

Zoning: B-4 (Business-Residential) & D-4 (Downtown Overlay)

Existing Use: Restaurant

History:

In 1915, S.O. Wylie Bell moved an old wooden structure from the site where he and George E. Daines has operated a combined furniture store and undertaking establishment. In the same year, Mr. Bell bought out his partner and erected a brick building, where he continued alone in the same business. In 1928, Mr. Bell gave up selling furniture and moved his undertaking business to his house on E. Maple (Hamilton's Bell Chapel is located there now). In 1929, the store on Old Woodward was remodeled and S.S. Kresge moved in and remained there until a new store was built at the corner of W. Maple and Henrietta in 1953. In 1956, Egglestons Department Store was operating there and stayed until about 1960. In 1961, the Peacock Room Shoe Salon moved in and remained until the early 1980's.

Introduction

The applicant has submitted a Design Review application pursuant to Article 7, Section 7.08 of the Zoning Ordinance. The tenant renovation is proposed at the historic Bell Building in the Central Business Historic District.

Though the building is a designated historic structure, much of the historic façade integrity has been lost due to previous renovations. Originally, the building had a brick façade with a centered doorway for the second-story tenant space, and end entrances for each of the first-story businesses. At some point, in an attempt to update the building, the first and second-story façade was clad in a white marble material. Also, the first-story showroom windows and entrances were rearranged and recessed, the second-story entrance was relocated to the north end of the building, and the two bays of second-story double-hung windows were removed and replaced with a single band of large stationary windows. In 2003, the first-story was renovated and clad

in wood plank stained “Orangewood.” A stone cornice was mounted beneath the second-story windows where the wood met the white marble. A master sign plan was approved that allowed each of the first-story businesses to have a 2’ h x 10’ w = 20 sq. ft. medium density fiberboard signs in the designated space. The building was awarded the “Chairman’s Award for 2003” from the Historic District and Design Review Commission (HDDRC) for the renovation of the building. When the South tenant space became Mad hatter, a new projecting fascia/canopy was installed above the entrance as well as new bi-fold doors. The fascia was mounted to the wall with black painted aluminum wall supports. Three 8’ 10” h non-load bearing black posts were installed on each end and in the center of the projecting fascia.

On May 25th, 2022, the Planning Board moved to recommend to the City Commission approval of a Special Land Use Permit Amendment, Final Site Plan and Design Review application for 185 N. Old Woodward – Bell Bistro – with the following conditions:

1. The applicant must receive Historic District Commission approval for all exterior changes proposed within the Central Business Historic District;
2. The applicant must submit a photometric plan that includes all existing and proposed exterior lighting;
3. The applicant must submit detailed sign plans that include the projection details for all signage;
4. The applicant must provide detailed dimensions for the height and projection into the right of way of the Sunbrella awning; and
5. The applicant must comply with the requests of all City Departments.

The applicant is scheduled for a public hearing at the City Commission on July 11, 2022 for final consideration of the Special Land Use Permit, Final Site Plan and Design Review application.

Proposal

The applicant operates a restaurant at 185 N. Old Woodward under an existing Special Land Use Permit (SLUP). The applicant is proposing to change the name, interior layout, building façade, menu and outdoor dining area. A full review of the historic preservation aspects of the design is provided in the relevant section below. The proposed materials for the renovation are as follows:

Material	Location	Color
CertainTeed Deep Box Channel Steel	Facade	Fine Wedge
Aluminum/Glass Nana Wall Doors	Storefront system	Black/Clear
Sunbrella Canvas	Awning	Black
Aluminum/Glass Entry Door	Main entrance	Black/Clear

A detailed review of the materials in reference to the Downtown Overlay Architectural Standards was performed during the Planning Board Review on May 25, 2022.

Planning & Zoning

The proposed project and the relevant planning and zoning issues were reviewed in depth at the Planning Board for Final Site Plan and Design Review. For this reason, the Planning Division will not be including a review of planning and zoning issues in this report, and will instead focus on a review of applicable design review standards as discussed below.

Lighting

The proposed lighting concept was also discussed at the Planning Board level. The applicant is proposing to add two Bega Compact Flood Lights to the façade mounted at the top of the crown profile and three surface mounted El Capitan LED units on the face of the building located underneath the crown profile and between the doors.

Signage

The applicant proposes to add to the façade a Sign Back Panel, ½" ACM (Alucobond or equal) in a Colorado Gold PVDF color with a signage area of 6.5 sq. ft. with the name 'Bell Bistro' in Century Gothic font. The applicant also proposes signage to read 'Bell Bistro' on the awning with a signage area of 1.17 sq. ft. The awning is 6'4" long and the signage on the valance is 2' long, which meets the awning sign standards of .33 sq. ft. of signage per linear foot of canopy. The canopy height is also less than 18" as required.

Article 2, Section 2.02(A)(2) 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." The applicant appears to meet the requirements of the Sign Ordinance at this time.

Design Review Standards and Guidelines

Chapter 127, Section 127-11 of the Birmingham Code of Ordinances states that in reviewing plans, the commission shall follow the U.S. secretary of the interior's standards for rehabilitation and guidelines for rehabilitating historic buildings as set forth in 36 C.F.R. part 67. Design review standards and guidelines that address special design characteristics of historic districts administered by the commission may be followed if they are equivalent in guidance to the secretary of interior's standards and guidelines and are established or approved by the state historic preservation office of the Michigan Historical Center. The U.S. Secretary of the Interior Standards for *Rehabilitation* ("SOI Standards") are provided in full at the end of this report.

In reviewing plans, the commission shall also consider all of the following:

1. The historic or architectural value and significance of the resource and its relationship to the historic value of the surrounding area.
2. The relationship of any architectural features of the resource to the rest of the resource and to the surrounding area.

3. The general compatibility of the design, arrangement, texture, and materials proposed to be used.
4. Other factors, such as aesthetic value, that the commission finds relevant.
5. Whether the applicant has certified in the application that the property where work will be undertaken has, or will have before the proposed project completion date, a fire alarm system or a smoke alarm complying with the requirements of the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

Recommendation

The Michigan State Historic Preservation Office defines *rehabilitation* as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

Considering the above, the proposed exterior rehabilitation of the historic Bell Building, as proposed by the applicant, generally meets the Secretary of the Interior Standards for *Rehabilitation* numbers 1-5 and 9. The following analysis breaks down the proposal through the lens of each standard above:

1. *A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.*

The proposed use as a food and drink establishment store has previously been established in the historic building, and is a commercial use with similar pedestrian activity. No change to approved uses is proposed at this time.

2. *The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*

The proposed façade renovation includes the removal of the existing modern projecting canopy/fascia which will be replaced with new CertainTeed “Deep Box Channel” powder coated steel and a Sunbrella canvas awning to match the existing awnings on the adjacent buildings. These elements to be removed were added during a previous rehabilitation and are not historic materials. Based on the current modern façade treatments, the original brick façade is likely either non-existent, or has been severely damaged. Although it is unlikely that any materials remain, or remain in good shape, it is a good time to gather some insight as to what may exist behind the current façade treatment in the area proposed to be renovated. **The Historic District Commission should require the applicant to submit a façade condition assessment to the Historic District Commission after the removal of the modern facade with photographs to help understand what exists behind the modern facades of the building.**

3. *Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.*

The proposed steel/canvas storefront does not appear to introduce any conjectural features to the building. The applicant does not appear to be claiming to rebuild a historic façade, or provide any false sense of historical development.

4. *Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.*

The changes to the first floor storefront have not acquired historical significance over time and may be altered.

5. *Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.*

The applicant is not proposing to destroy any distinctive features, finishes or construction that characterize the property.

9. *New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.*

No historic materials should be removed or destroyed before requesting permission from the Historic District Commission. In terms of the new work, it is differentiated from the old work and remains compatible with the scale and features of the building.

Based on the review above, the Planning Division recommends that the Historic District Commission consider **APPROVAL** of the Design Review application for 185 N. Old Woodward – Bell Building/Bell Bistro – with the conditions listed below. The Planning Division feels as though the proposed addition meets the Secretary of the Interior Standards for Rehabilitation numbers 1-5 and 9.

1. The applicant must receive approval from the City Commission prior to performing any renovations to the building; and
2. The applicant must submit a façade condition assessment to the Historic District Commission after the removal of the modern facade with photographs to help understand what exists behind the modern facades of the building.

Wording for Motions

I move that the Commission **APPROVE** the Historic Design Review application and issue a Certificate of Appropriateness for 185 N. Old Woodward – Bell Building/Bell Bistro. The proposed façade renovation will meet the Secretary of the Interior's Standards for Rehabilitation standard numbers 1-5 and 9. The approval is subject to the following conditions:

1. The applicant must receive approval from the City Commission prior to performing any renovations to the building; and
2. The applicant must submit a façade condition assessment to the Historic District Commission after the removal of the modern facade with photographs to help understand what exists behind the modern facades of the building.

OR

I move that the Commission **POSTPONE** the Historic Design Review application and the issuance of a Certificate of Appropriateness for 185 N. Old Woodward – Bell Building/Bell Bistro – for the following reason(s):

1. _____
2. _____
3. _____

OR

I move that the Commission **DENY** the Historic Design Review application for 185 N. Old Woodward – Bell Building/Bell Bistro. Because of _____ the work does not meet The Secretary of the Interior's Standards for Rehabilitation standard number(s) _____.

Notice to Proceed

I move the Commission issue a Notice to Proceed for number _____. The work is not appropriate, however the following condition prevails: _____ and the proposed application will materially correct the condition.

Choose from one of these conditions:

- a) The resource constitutes hazard to the safety of the public or the structure's occupants.
- b) The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approvals, financing, and environmental clearances.
- c) Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God, or other events beyond the owner's control created the hardship, and

all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant site within the historic district. have been attempted and exhausted by the owner.

- d) Retaining the resource is not in the best of the majority of the community.

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



MEMORANDUM

Planning Division

DATE: July 11, 2022

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 310 E Maple – Casa Pernoï – Special Land Use Permit Amendment, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit Amendment, Final Site Plan and Design Review to maintain isinglass throughout the year to enclose 26 seats considered to be outdoor dining. The applicant is also applying to amend their outdoor dining plans for an additional 38 unenclosed seats in the via plaza adjacent to the restaurant, totaling 64 outdoor dining seats for the bistro.

BACKGROUND:

On [September 17, 2018](#), Article 3, Section 3.04(C)(10)(i) of the Zoning Ordinance was amended to prohibit the use of enclosure materials facilitating year round outdoor dining for bistros. Doing so created a legal non-conformity with what was then Café Via's outdoor dining isinglass enclosure of 26 seats.

On [April 8, 2019](#), the City Commission reviewed initial bistro applications, and selected two to move forward to the Planning Board for the required Special Land Use Permit, Final Site Plan and Design Review process. Casa Pernoï was one of the two bistros selected to move forward for consideration which was proposing to occupy the former Café Via space.

On [March 27, 2019](#), the applicant, Casa Pernoï, first appeared before the Planning Board for a pre-application discussion. The Planning Board advised that isinglass enclosures are prohibited and the applicant will not be permitted to maintain the isinglass enclosure from Café Via (previous tenant).

On [June 12, 2019](#) the applicant appeared before the Planning Board for their Special Land Use Permit, Final Site Plan and Design Review. The Planning Board recommended approval with

several conditions, which included *"removal of all isinglass and other enclosure systems from the outdoor dining area and the addition of a trash receptacle"*.

On [July 22, 2019](#) the applicant appeared before City Commission and obtained approval for their Special Land Use Permit, Final Site Plan and Design Review application.

On [March 9, 2020](#), the applicant appeared before City Commission for their annual liquor license renewal. City staff observed that the applicant had isinglass enclosing outdoor seats, though the removal of the isinglass from the private alley was a condition of their Special Land Use Permit approval. The applicant indicated that they would like to leave the isinglass up to protect the bar area from harsh weather conditions. It was suggested by the City Commission that the applicant apply for an amended SLUP agreement which would allow the use of the isinglass in the off season.

Covid-19 restrictions and temporary outdoor dining rules occurred shortly after where restaurants were allowed certain types of enclosures for outdoor dining. Casa Pernoi took advantage of the temporary standards and utilized the isinglass enclosure. Such temporary allowances ended during the summer of 2021.

On March 28, 2022 the applicant was once again cited for the isinglass enclosure as well as propane heaters being stored in the via during liquor license reviews with the City Commission. There was general consensus from City staff and City Commission that the applicant should be allowed to continue business operations so long as they committed to pursuing a SLUP amendment and variance for the isinglass.

On [May 28, 2022](#), the applicant appeared before the Planning Board to request to maintain the isinglass enclosure around the 26 outdoor seats and update the site plan for an additional unenclosed 38 outdoor dining seats. The Planning Board was in support of the new seating arrangement proposed that consists of 64 outdoor seats, however they were not in support of the isinglass enclosure. The enclosure enables Casa Pernoi to have 91 seats indoors which is against the Bistro Ordinance's 65 maximum.

The Planning Board motioned to recommend approval of the Special Land Use Permit Amendment, Final Site Plan and Design Review for 310 E. Maple – Casa Pernoi – with the following conditions:

1. The applicant remove all eisenglass and other enclosure systems from the outdoor dining area, or obtain a dimensional variance of 767.25 square feet from the Board of Zoning Appeals;
2. The applicant submitted updated drawings dated May 25, 2022 for the outdoor dining plans showing a total of 64 seats and indicating the locations of all elements within the outdoor dining patio area;
3. The Building Department and Fire Department inspect the canopy to determine that all life safety requirements remain in place and have not been altered;

4. The Planning Board approves the tables and chairs consisting of woven plastic as a material of comparable quality to wood and metal as per the outdoor dining standards requirement of Article 4, Section 4.44(A)(5);
5. The applicant meet all applicable fire codes regarding the locations of the proposed heaters and propane tanks; and,
6. That the May 25, 2022 outdoor dining plans clearly identify the pedestrian clear path through the outdoor dining area.

On [June 14, 2022](#), the applicant appeared before the Board of Zoning Appeals to request a variance for their isinglass enclosure system facilitating year round outdoor dining of 26 seats. The total surface area of the isinglass enclosure is 767.25 square feet. The Board of Zoning Appeals granted the variance request, allowing the applicant to maintain the existing isinglass enclosing 26 outdoor dining seats year round.

On [July 6, 2022](#), the applicant appeared before the Historic District Commission for a Design Review pursuant to Chapter 127, Section 127-10 of the City Code of Ordinances. The Historic District Commission moved to approve the Design Review application with the following condition:

1. The applicant must receive approval from the City Commission prior to the installation of any new isinglass or outdoor dining furniture/fixtures.

LEGAL REVIEW:

The City Attorney has reviewed this request and resolution 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 Amendment, Final Site Plan and Design Reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the May 25, 2022 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 was sent out to advertise the public hearing at the City Commission on July 11, 2022.

SUMMARY:

The Planning Division requests that the City Commission consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 310 E. Maple – Casa Pernoi.

ATTACHMENTS:

Please find attached the following documents for your review:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract
- Current Site/Design Plans
- Planning Board Staff Report
- Historic District Commission Staff Report

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to APPROVE the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 310 E. Maple – Casa Perno – and enter into a Special Land Use Permit Contract with Nuovo Holdings, LLC to allow for an isinglass enclosure and the expansion of the outdoor dining facility.

Casa Pernoï
310 E. Maple
Special Land Use Permit Amendment 2022

WHEREAS, A Special Land Use Permit Amendment application was filed in May 2022 for approval of an isinglass enclosure and expanded outdoor dining facility at an existing food and drink establishment;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the south side of E. Maple between Old Woodward and Woodward Avenue;

WHEREAS, The land is zoned B-4, Business Residential, and is located within the Downtown Birmingham Overlay District, which permits bistros 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 May 25, 2022 reviewed the application for a Special Land Use Permit Amendment, Final Site Plan and Design Review amendment for Casa Pernoï and recommended approval to the City Commission to allow an isinglass enclosure and expanded outdoor dining facility with the following conditions:

1. The applicant remove all isinglass and other enclosure systems from the outdoor dining area, or obtain a dimensional variance of 767.25 square feet from the Board of Zoning Appeals;
2. The applicant submitted updated drawings dated May 25, 2022 for the outdoor dining plans showing a total of 64 seats and indicating the locations of all elements within the outdoor dining patio area;
3. The Building Department and Fire Department inspect the canopy to determine that all life safety requirements remain in place and have not been altered;
4. The Planning Board approves the tables and chairs consisting of woven plastic as a material of comparable quality to wood and metal as per the outdoor dining standards requirement of Article 4, Section 4.44(A)(5);
5. The applicant meet all applicable fire codes regarding the locations of the proposed heaters and propane tanks; and,
6. That the May 25, 2022 outdoor dining plans clearly identify the pedestrian clear path through the outdoor dining area.

WHEREAS, The Board of Zoning Appeals on Jun 14, 2022 granted Casa Pernoï a variance of 767.25 square feet for the isinglass enclosure system facilitating year round outdoor dining of 26 seats;

WHEREAS, The Historic District Commission on July 6, 2022 approved a Design Review application to allow an isinglass enclosure and expanded outdoor dining facility at the historic Briggs Building with the following condition:

1. The applicant must receive approval from the City Commission prior to the installation of any new isinglass or outdoor dining furniture/fixtures.

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 Casa Perno Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Casa Perno's application for a Special Land Use Permit Amendment, Final Site Plan and Design Review at 310 E. Maple 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 applicant meet all applicable fire codes regarding the locations of the proposed heaters and propane tanks;
2. Casa Perno shall abide by all provisions of the Birmingham City Code;
3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, Casa Perno 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 Casa Perno to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED, That Casa Perno is recommended for an isinglass enclosure and expanded outdoor dining patio, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on July 11, 2022.

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT FOR 310 E. MAPLE – NUOVO HOLDINGS, LLC

This Contract is entered into this ____ day of _____, 2022 by and between NUOVO HOLDINGS, LLC (Casa Perno), whose address is 29410 Northwestern Highway, Southfield, MI 48034, (Licensee), FULLER CENTRAL PARK PROPERTIES, L.L.C. whose address is 112 Peabody St, Birmingham, MI 48009 (Property Owner), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (City).

R E C I T A L S:

WHEREAS, A Special Land Use Permit Amendment application was filed in May 2022 for approval of an isinglass enclosure and expanded outdoor dining facility at an existing food and drink establishment for Casa Perno at 310 E. Maple Rd; and,

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the south side of E. Maple between Old Woodward and Woodward Avenue; and,

WHEREAS The land is zoned B-4, Business Residential, and is located within the Downtown Birmingham Overlay District, which permits bistros with a Special Land Use Permit; and,

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; and,

WHEREAS, NUOVO HOLDINGS, LLC (Casa Perno) received a variance from the Board of Zoning Appeals for the use of only 767.25 square feet of isinglass enclosure material allowing the applicant to maintain their existing isinglass enclosing 26 outdoor dining seats year round. No modifications including, but not limited to, name changes, ownership changes, remodeling, changes in the number of seats, layout or format may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance.

WHEREAS, the City of Birmingham Commission is approving this agreement in granting a contract to NUOVO HOLDINGS, LLC (Casa Perno) for the continued use of an on-premises license, Special Land Use Permit.

NOW, THEREFORE, the parties agree as follows:

1. Licensee has 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 Property shall also require the approval of the Birmingham City Commission.
2. Licensee further acknowledges that it must maintain a Special Land Use Permit for a food and drink establishment 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 this contract entitling the City to exercise any or all of the remedies provided herein.

3. Licensee acknowledges that no modifications to the site plan, floor plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, changes in the number of interior or exterior seats, etc.

4. Licensee further acknowledges that outdoor dining is permitted with a valid Outdoor Dining Permit.

5. 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.

6. 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.

7. Licensee agrees that it shall adhere to all Federal, State and Local laws currently in effect or as subsequently amended or enacted.

8. Licensee agrees that its failure to follow any of the provisions herein may 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 establishment. 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.

9. To the fullest extent permitted by law, Licensee and Property Owner and any entity or person for whom Licensee and the Property Owner 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 an establishment at the Property.

10. 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.

11. 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 and Property Owner 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.

12. This Contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

13. 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.

14. 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:

- a. NUOVO HOLDINGS, LLC (Casa Pernoi) shall abide by all provisions of the Birmingham City Code; and
- b. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest; and

15. Failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

16. Except as herein specifically provided, NUOVO HOLDINGS, LLC (Casa Pernoi) 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 NUOVO HOLDINGS, LLC (Casa Pernoi) to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

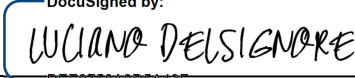
17. NUOVO HOLDINGS, LLC (Casa Pernoi) is recommended for the continued operation of a food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations, above all others, subject to final inspection.

18. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY OF BIRMINGHAM, the Property Owner and Licensee. It is further agreed that there shall be no change, modification, or alteration

hereof, except in writing, signed by all of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

Nuovo Holdings, LLC (Licensee)

DocuSigned by:

By: Luciano DelSignore
Its: Member
Date: 7/6/2022

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2022, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

Fuller Central Park Properties, LLC (Property Owner)

By: Edward A. Fuller
Its: Member
Date: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2022, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

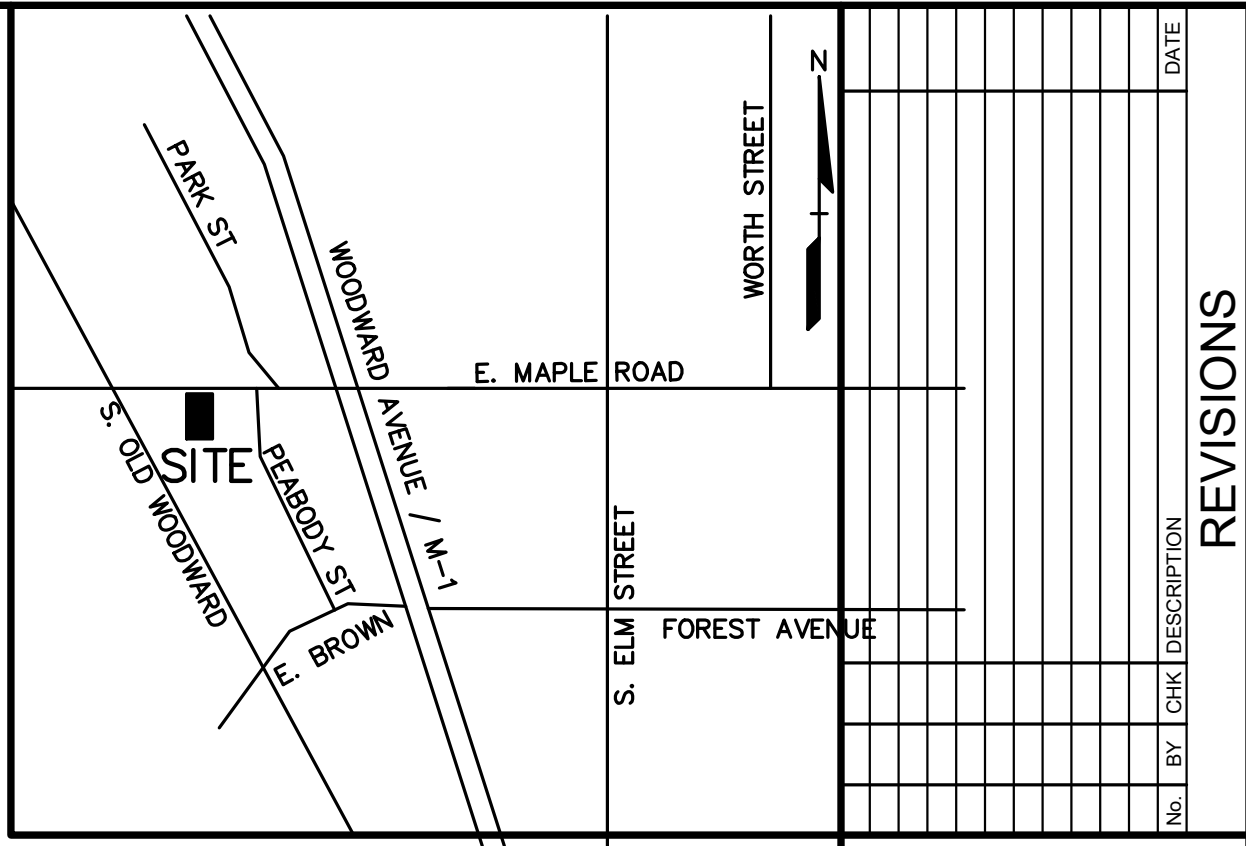
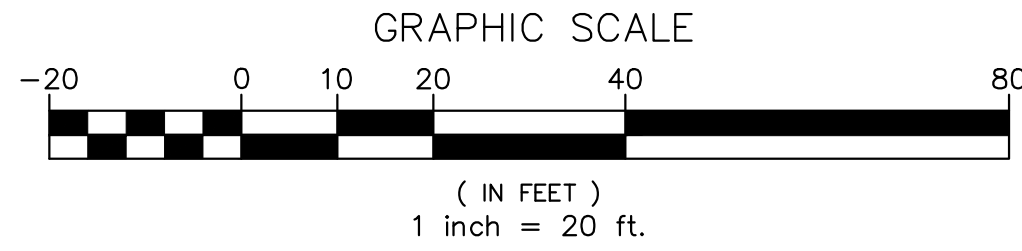
Thomas M. Markus, City Manager
(Approved as to substance)

Nicholas Dupuis, Planning Director
(Approved as to substance)

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

LEGAL DESCRIPTION
(PER OAKLAND COUNTY)

PARCEL ID 19-36-206-020
T.02N R.10E, SECTION 36, ASSESSOR'S REPLAT OF PART OF
BROWNELL SUB. & HUNTER'S EASTERN ADDITION, LOT 5,
EXCEPT THE EAST PART MEASURED 80.5 FT ON NORTH LOT
LINE & 80.21 FT ON
SOUTH LOT LINE



LEGEND

- BUILDING/INTERIOR SPACE
— PARCEL LINE
— CONC.
— ASPH.
- CONCRETE
ASPHALT

NOTE:

No site construction, alterations or repairs are proposed.

The site is zoned B-4 Business-Residential and D-4 Overlay

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND DEPTHS PRIOR TO THE START OF CONSTRUCTION. HEREBY SPECIFICALLY RESERVED. © 2019 PEA, INC.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTRACTUALLY, AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD SEVERAL PROFESSIONALS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

3 FULL WORKING DAYS BEFORE YOU DIG CALL

811
Know what's below
Call before you dig
MISS DIG System, Inc.
1-800-482-7171 www.missdig.org



PEA, Inc.

2430 Rochester Ct., Ste. 100
Troy, MI 48063-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

NUOVO HOLDINGS, LLC

29410 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48034

SURVEY PLAN

310 EAST MAPLE ROAD
PART OF THE NE 1/4 OF SECTION 36, T. 02 N., R. 10 E.
CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN

DES.	XXX	XXX	DN.	GWC	SUR.	XXX	P.M.	JPB
DES.	XXX	XXX	DN.	GWC	SUR.	XXX	P.M.	JPB

ORIGINAL ISSUE DATE:
APRIL 11, 2019

PEA JOB NO. 2019-113

SCALE: 1" = 20'

DRAWING NUMBER:

1



MAP LOCATION



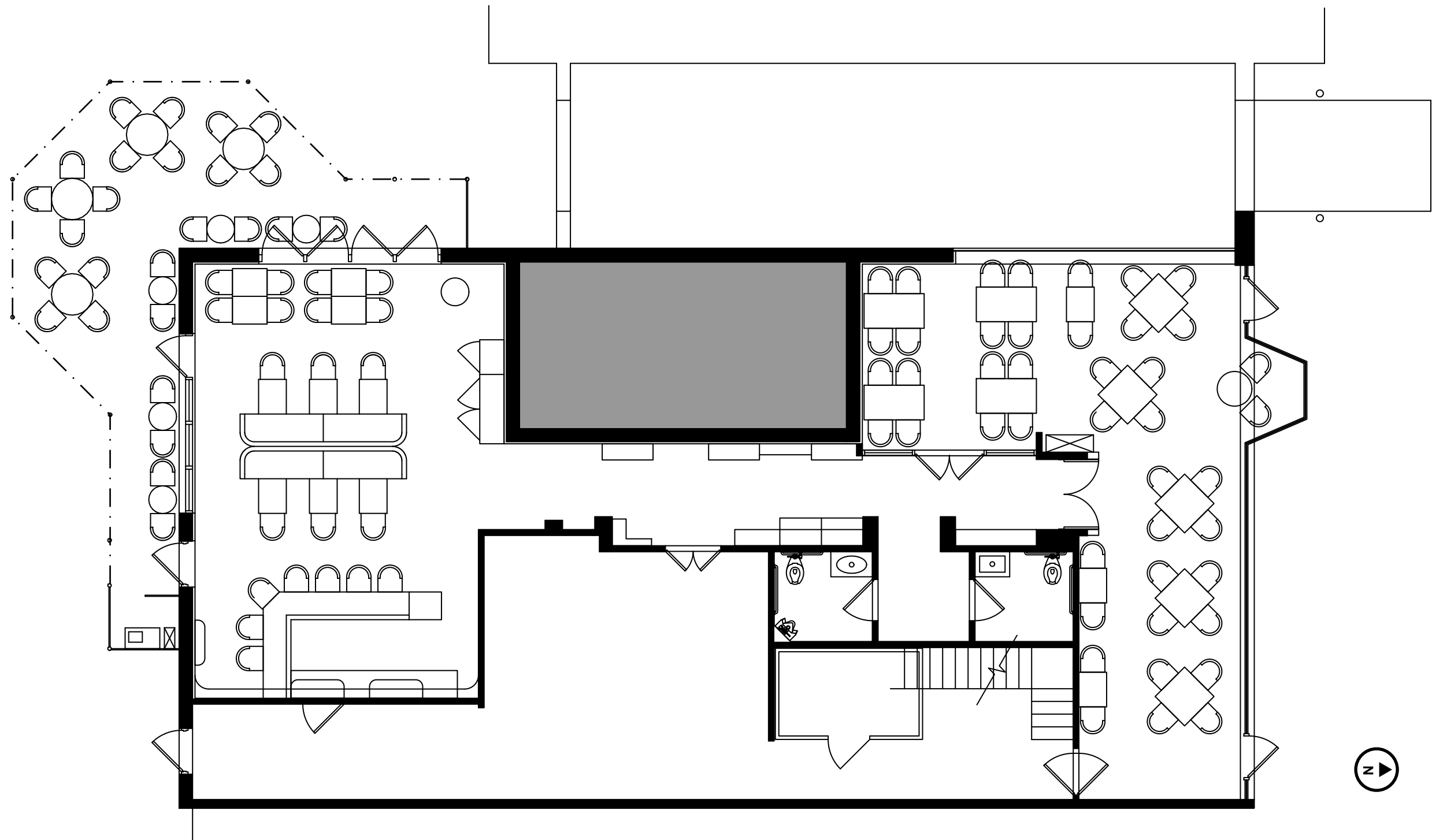
100 ft

AERIAL PHOTOGRAPH OF SITE

PERNOI - LOCATION PLAN		
A	000	NTS
310 E. MAPLE ST BIRMINGHAM, MI 48009		

KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY

Existing Indoor & Outdoor Dining Seating



PERNOI - SEATING PLAN

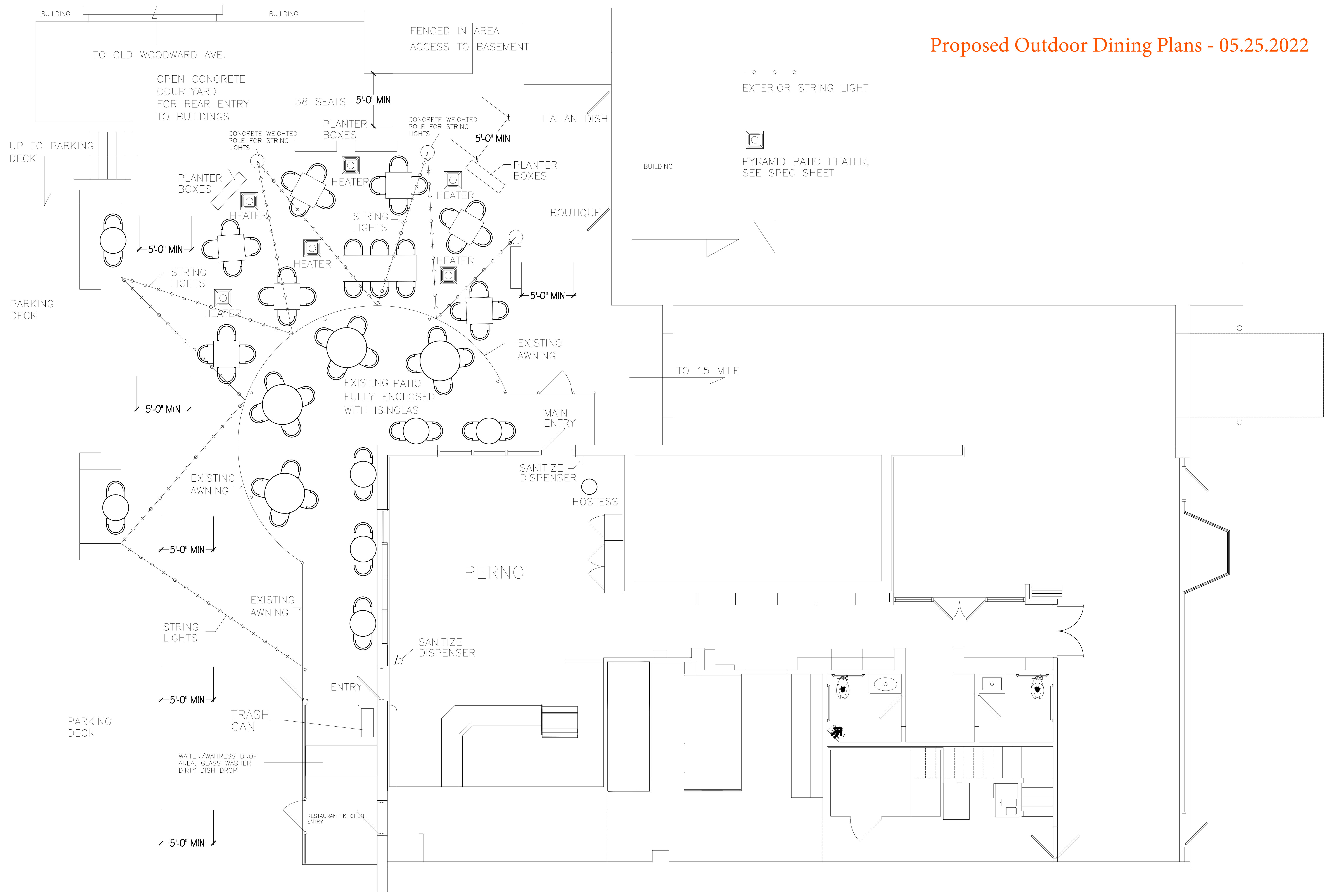
A 002 scale: 1/8"=1'

310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: MINIMAL CHANGES TO FLOOR PLAN, FRONT DINING AREA TO BE OPENED UP (REMOVAL OF FORMER FLORAL SHOP COOLERS, DEMISING WALL, AND INTERIOR ENTRY DOOR ONLY). DINING ROOMS TO RECEIVE NEW WALL FINISHES (SEE SPECIFICATIONS) AND CEILING CLOUDS.

KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY

Proposed Outdoor Dining Plans - 05.25.2022



CASA PERNOI PATIO SEATING PLAN

$$1/4'' = 1'-0''$$

PROJECT:
CASA
PERNOI
310 E. MAPLE
BIRMINGHAM, MI

SHEET TITLE:

FLOOR PLAN

ISSUED FOR:

REVISION
DATE:
5.24.22
5.25.22

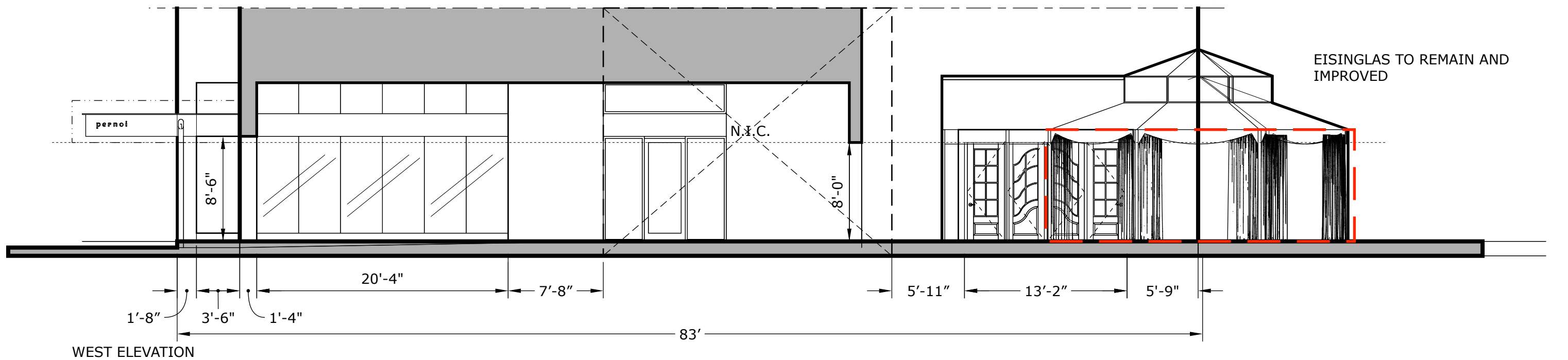
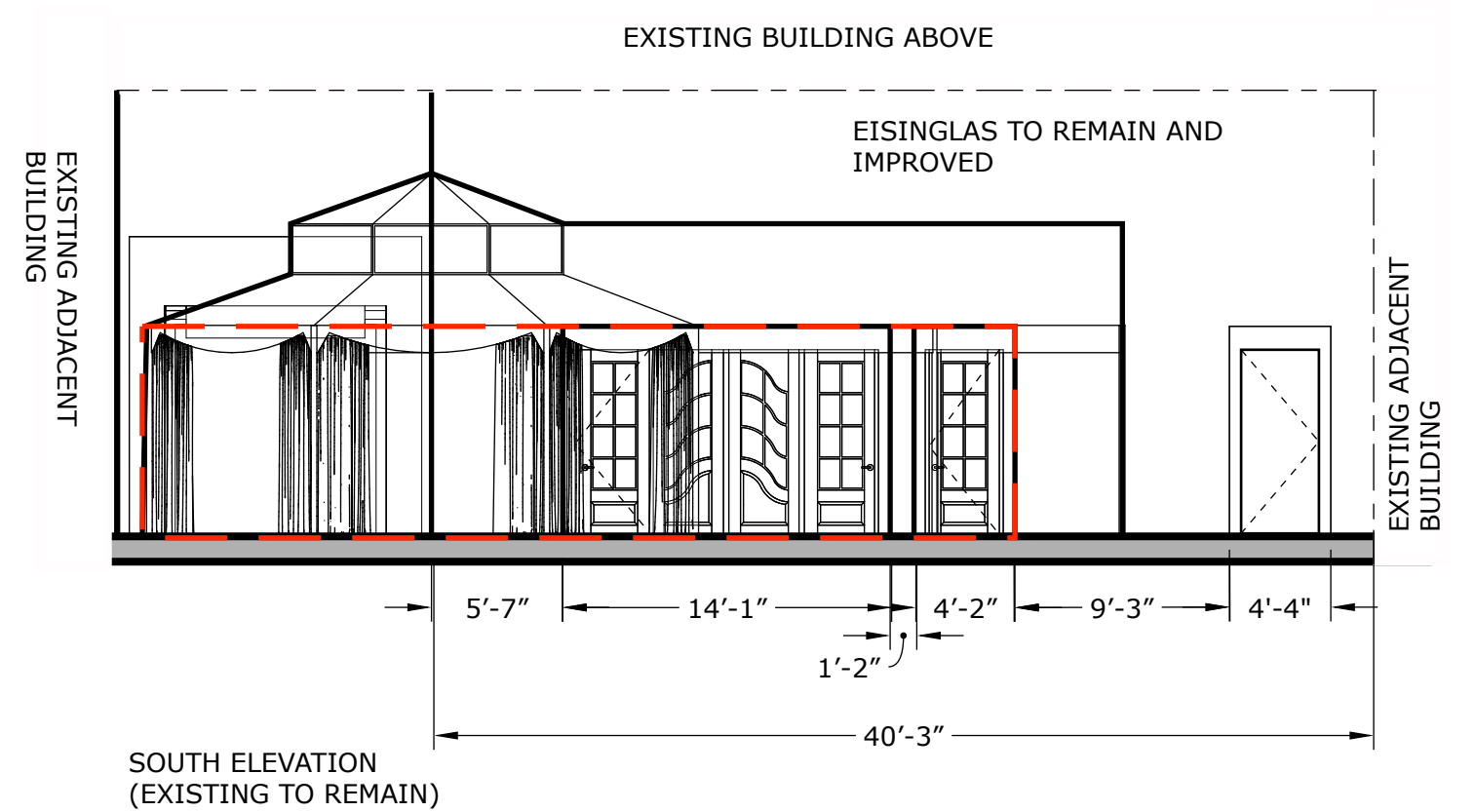
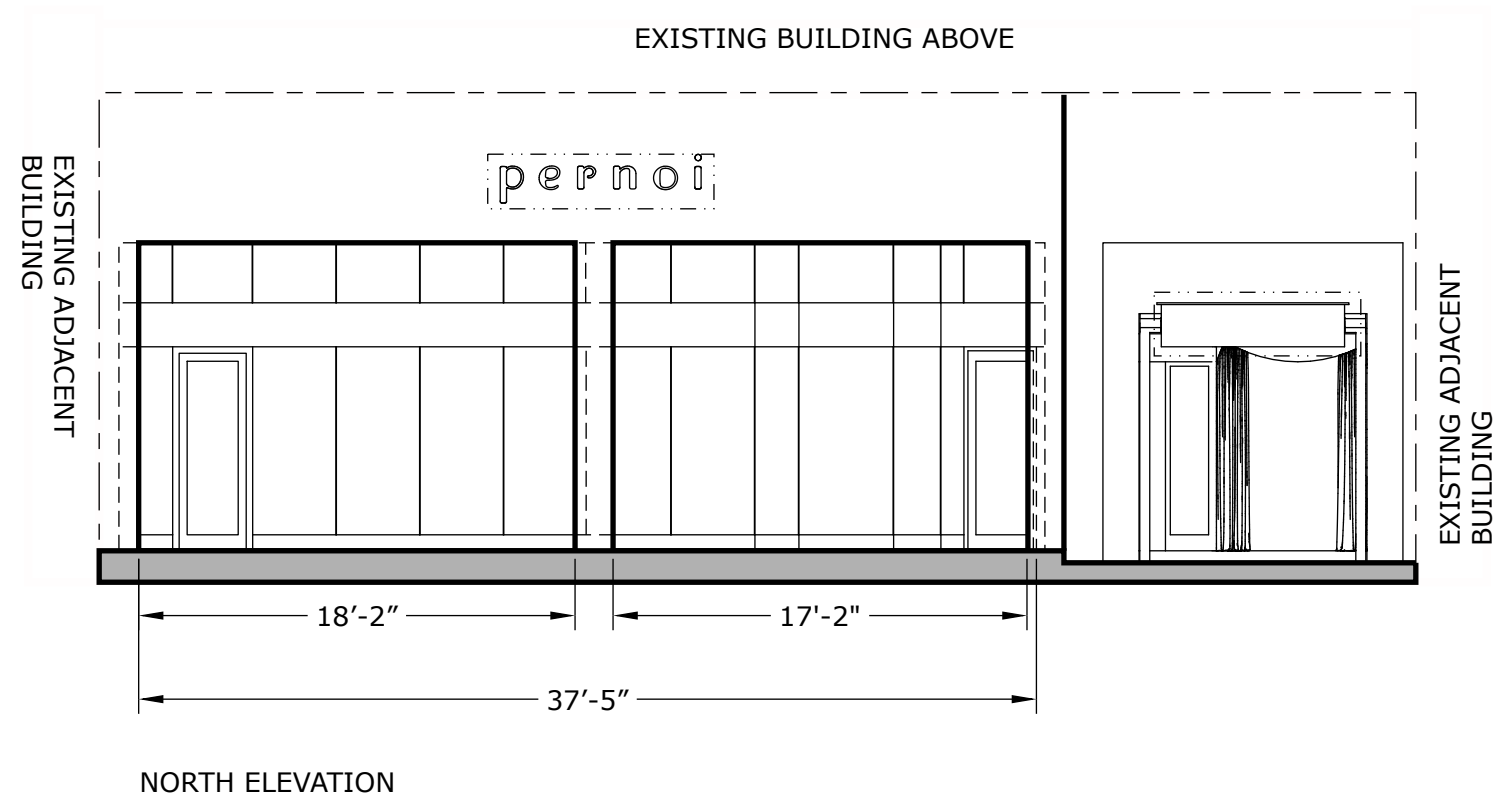
**DO NOT SCALE PRINTS
USE FIGURED
DIMENSIONS ONLY**

JOB NO.

01-01

SHEET NO.

P1



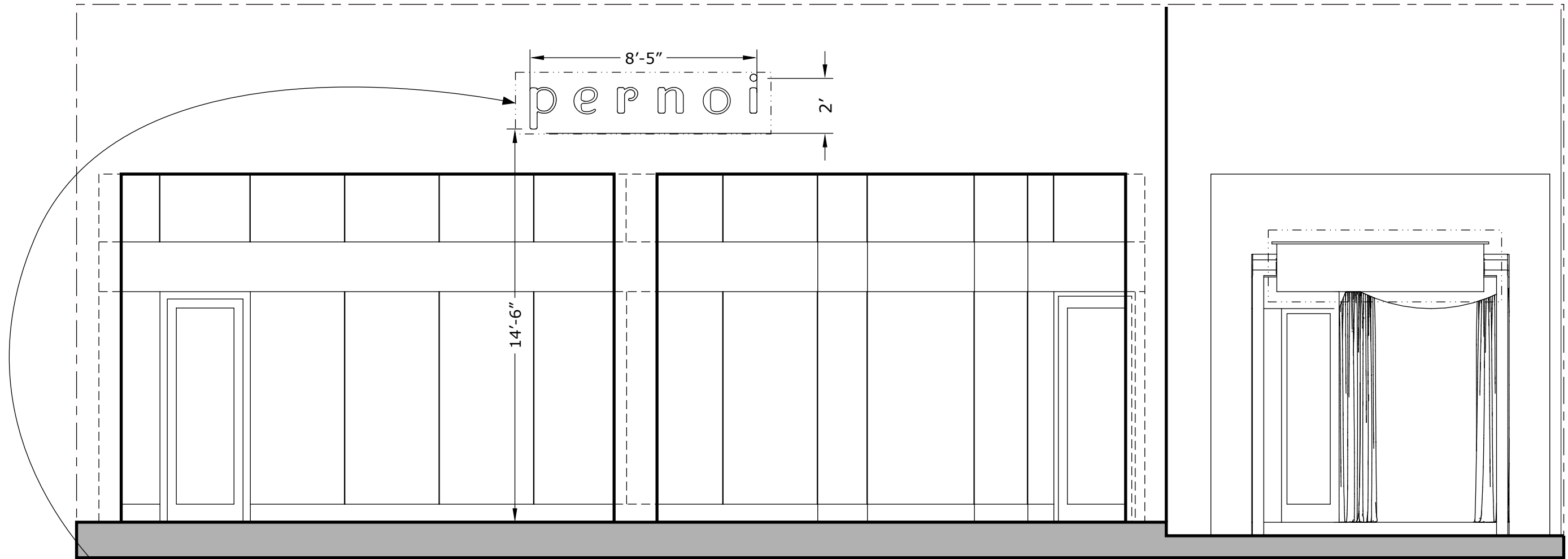
PERNOI - ELEVATIONS

A 001 scale: 1/8"=1'

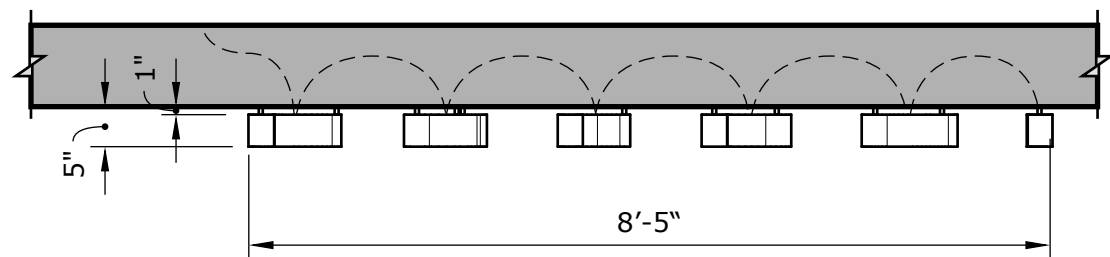
310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: ALL EXISTING LIGHTING AND EXTERIOR BUILDING FINISHES TO REMAIN WITH THE EXCEPTION OF NEW SIGNAGE.

KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY

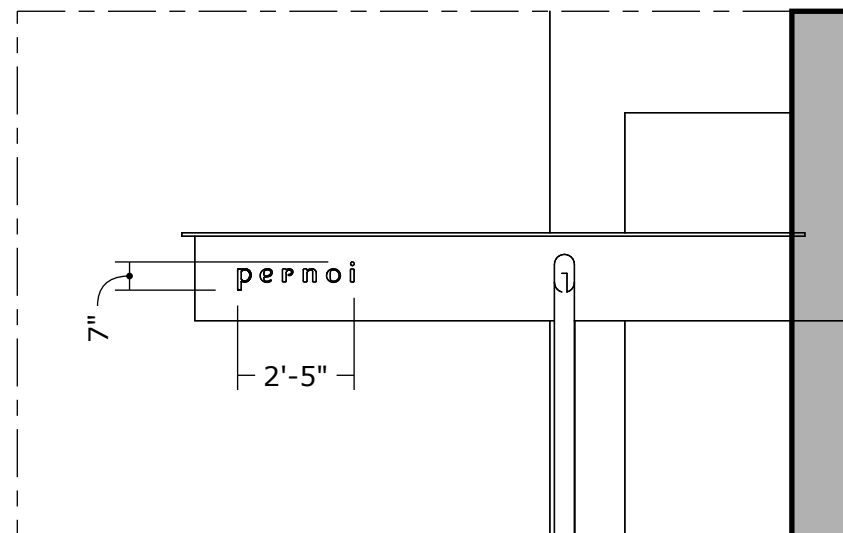


BUILDING SIGN: PIN-MOUNTED INDIVIDUAL CHANNEL LETTERS WITH HALO/BACKLIT LED ILLUMINATION (3000K). BLACK ANODIZED ALUMINUM FINISH WITH 1" STAND-OFF, ELECTRICAL TO BE RAN TO INDIVIDUAL LETTERS, NO EXTERIOR ELECTRICAL RACEWAY.

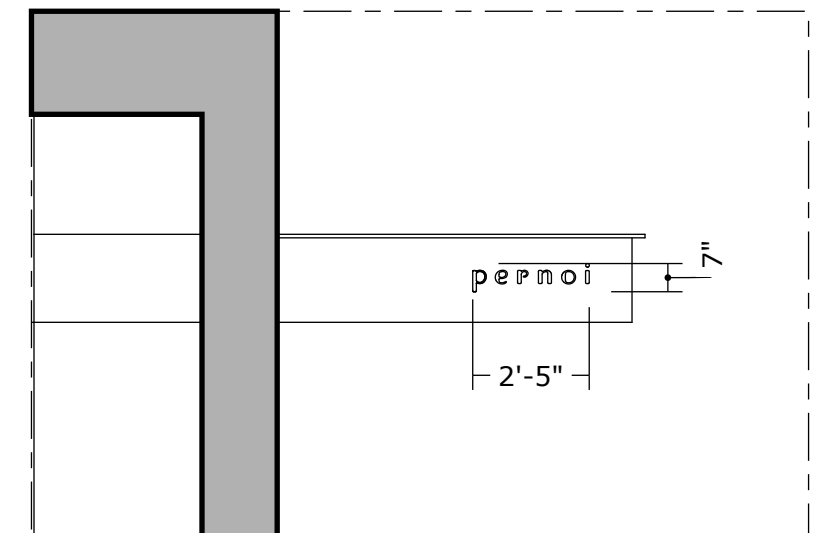


BUILDING SIGN PROTRUSION / TOP VIEW WITH DIMENSIONS

WEST ELEVATION



EAST ELEVATION



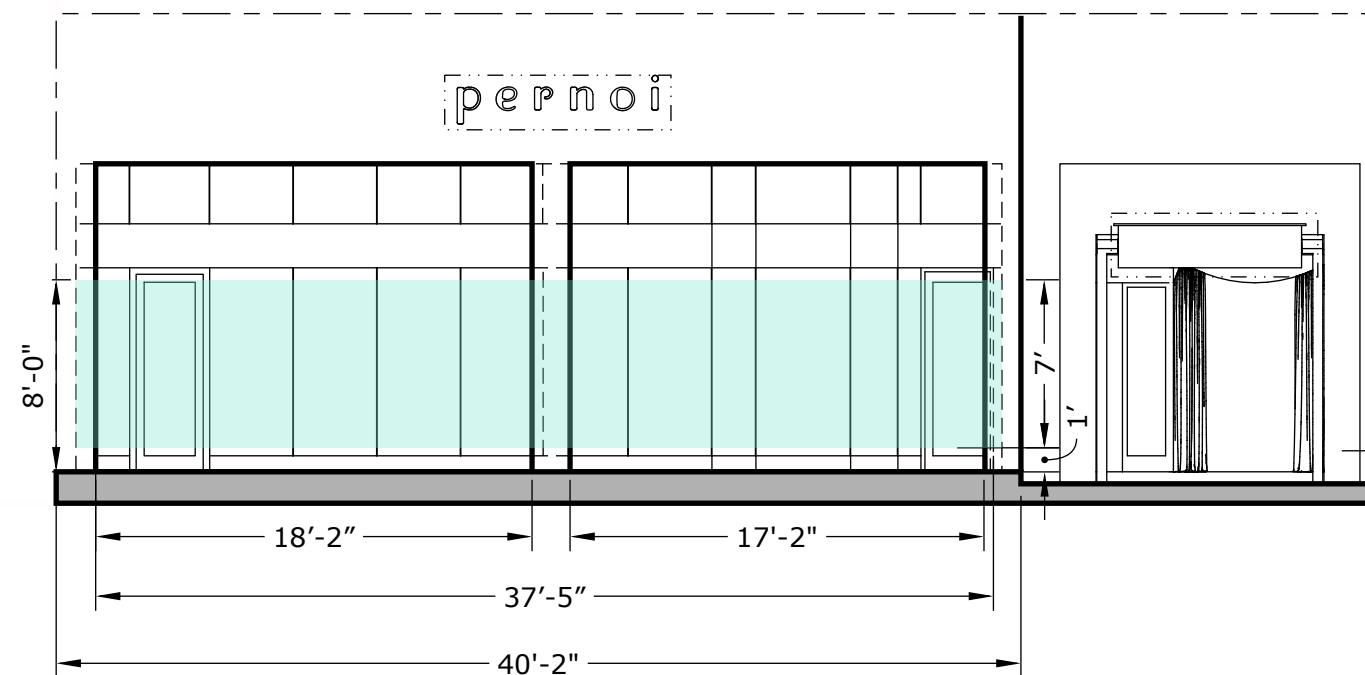
PERNOI - SIGNAGE DIMENSIONS

A 004 scale: 1/4"=1'

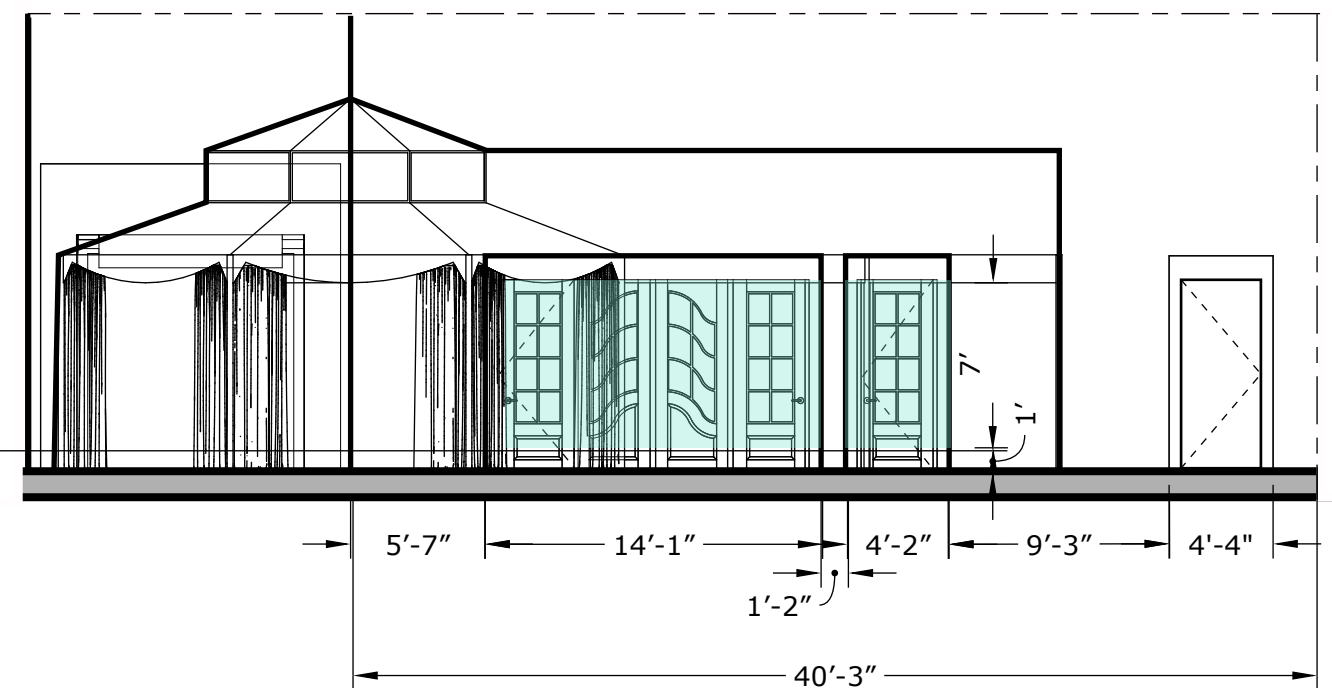
310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: NEW BUILDING SIGNAGE AREA: 16.8 Sq.Ft
AWNING SIGNAGE REPLACEMENT (EAST & WEST SIDES ONLY): 2.81 Sq.Ft. (1.4 sq.ft per side)
TOTAL SIGNAGE SQUARE FOOTAGE: 19.61 Sq.Ft.

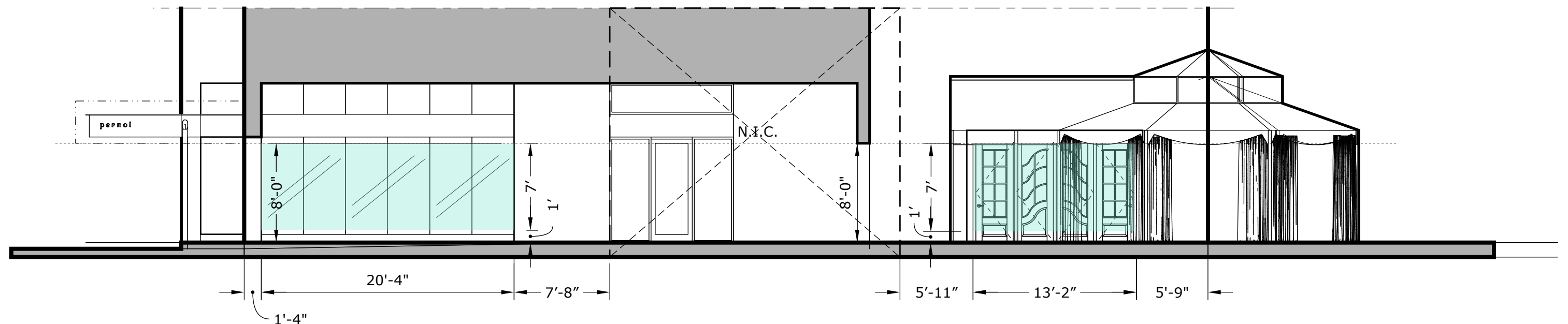
AWNING SIGN TO BE REPLACED WITH BACKLIT PUSH-THROUGH FROSTED ACRYLIC LETTERS ON PAINTED METAL PANEL TO MATCH AWNING RE-CLAD MATERIAL. BACKLIGHT IN LED, 3000K COLOR TEMPERATURE.



NORTH ELEVATION
GLAZING CALCULATION: 93% OF BUILDING FACADE (IN CONTRACT, 37.4' OF 40.2' L/FT. CONTAINS GLAZING)



SOUTH ELEVATION
GLAZING CALCULATION: 45.3% OF BUILDING FACADE (IN CONTRACT, 18.26' OF 40.25' L/FT. CONTAINS GLAZING)



WEST ELEVATION
GLAZING CALCULATION: 72% OF BUILDING FACADE (IN CONTRACT, 33.5' OF 46.4' L/FT CONTAINS GLAZING)

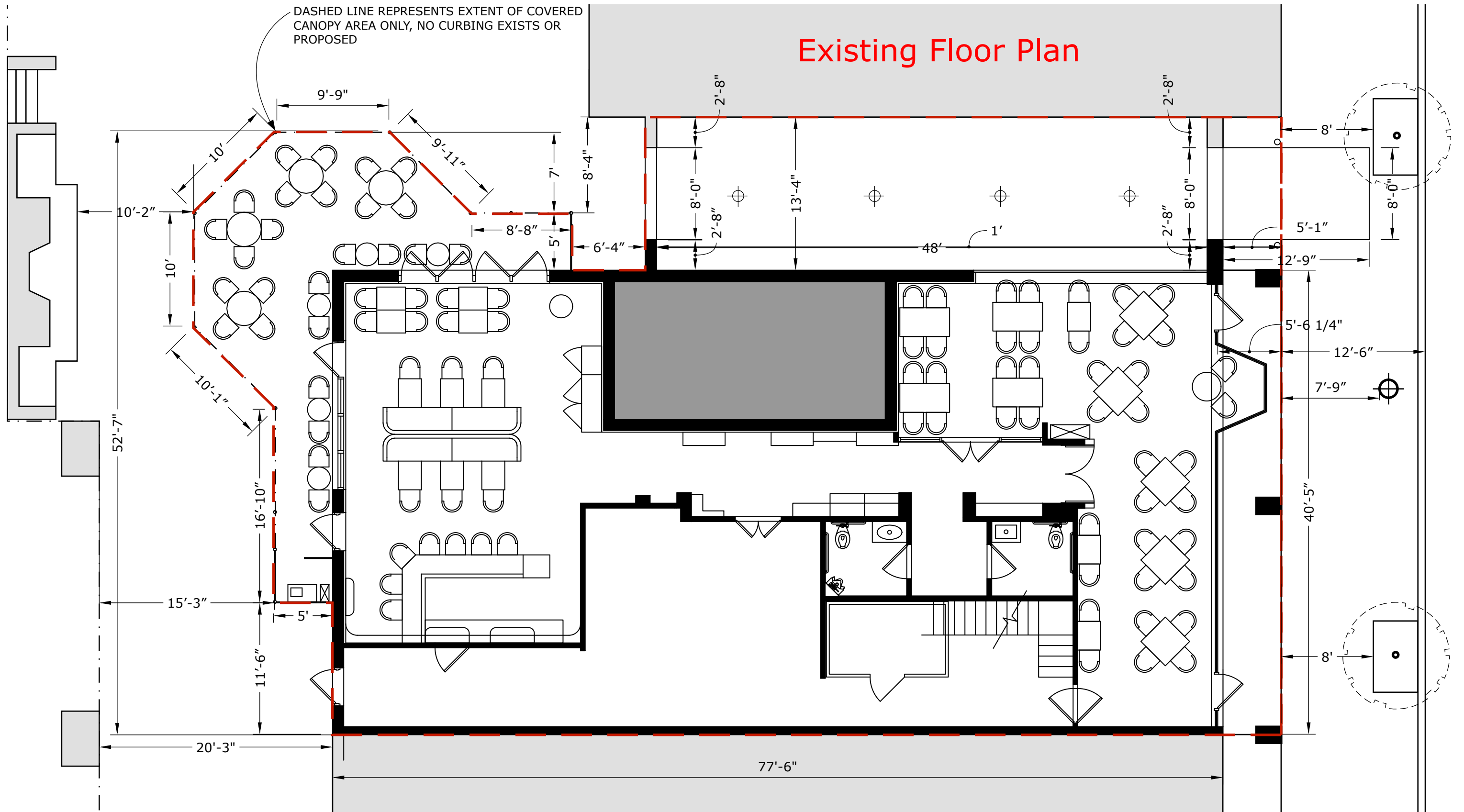
PERNOI - GLAZING CALCULATIONS

A 005 scale: 1/8"=1'

310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: GLAZING CALCULATED BY LINEAL FOOT IN LEASABLE SPACE,
FROM 1' TO 8' (DEMARCATON LINE NOTATED PER CITY CODE)

KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY



PERNOI - SITE PLAN

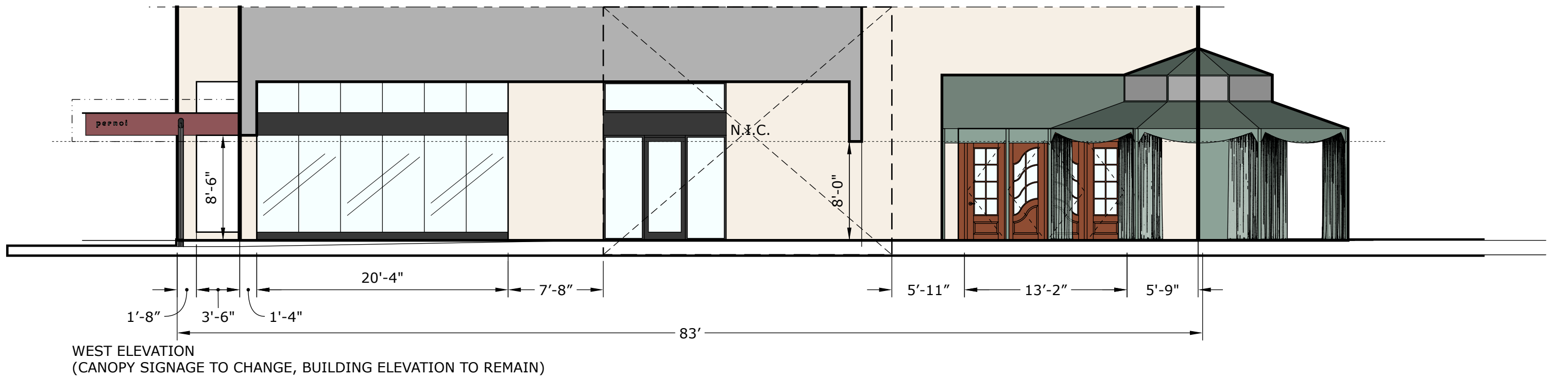
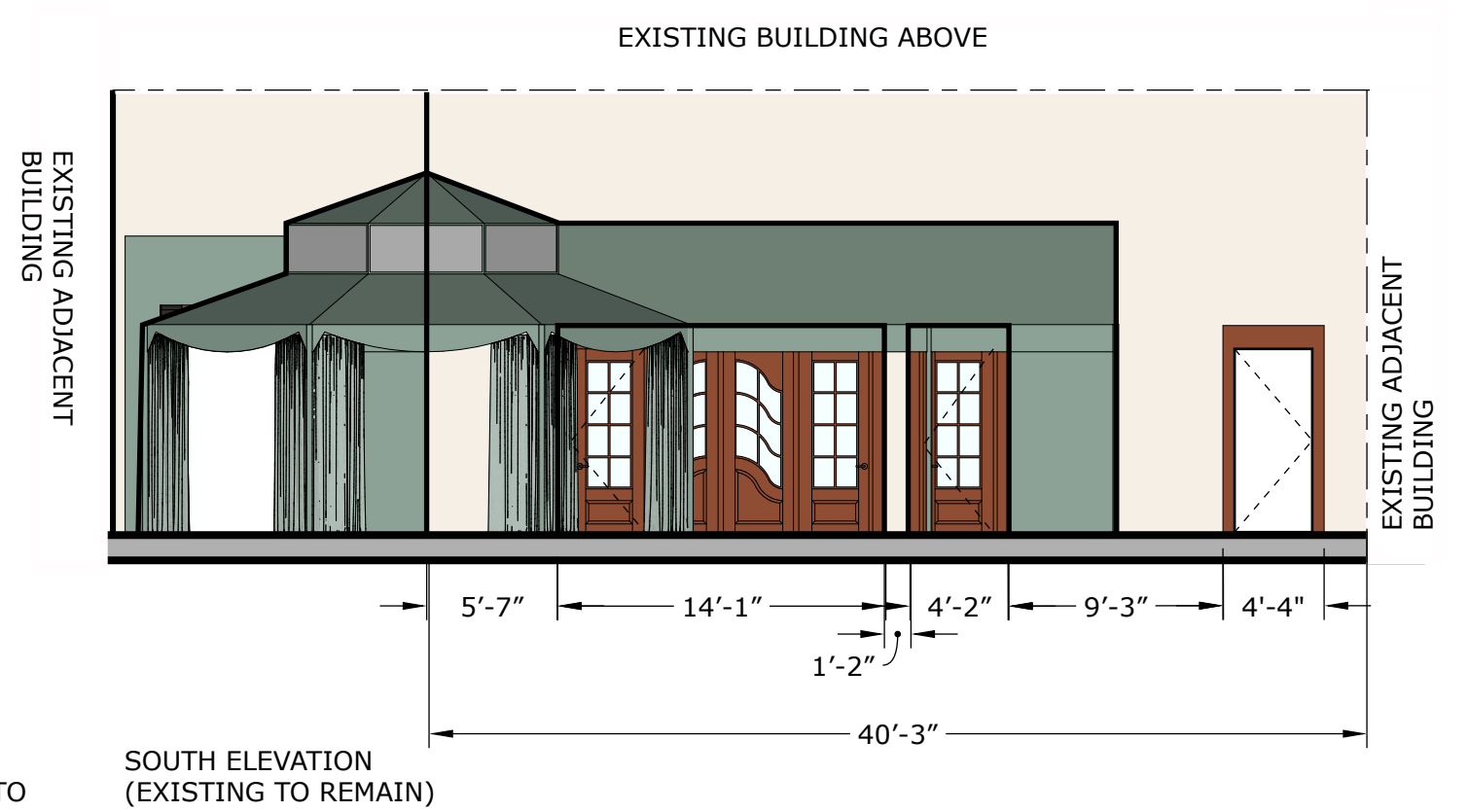
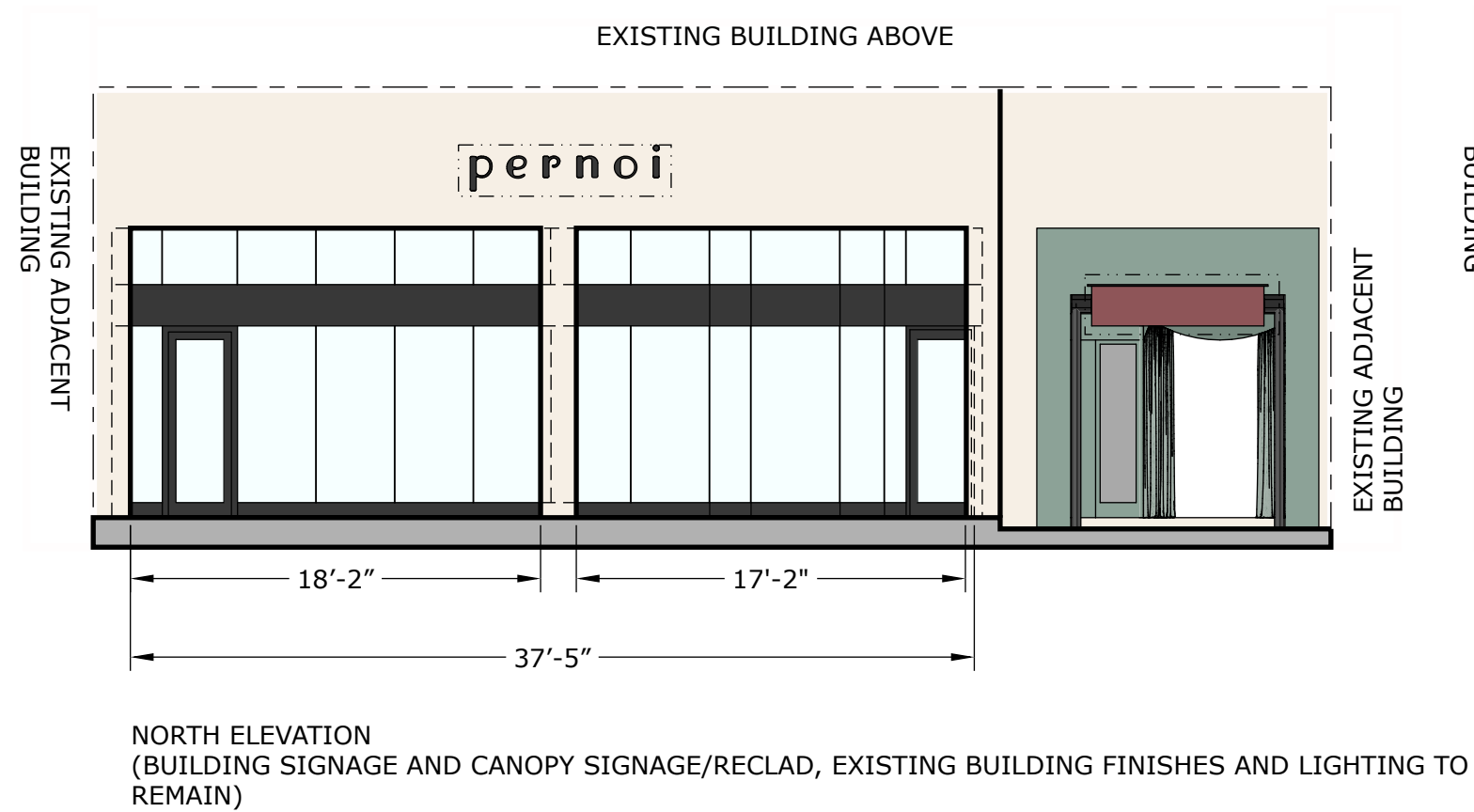
A 006 scale: 1/8"=1'

310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: NO CHANGES TO EXTERIOR AREAS, ALL EXISTING LIGHTING, SIDEWALKS, AND VIA ELEMENTS TO REMAIN AS-IS. PATIO CANOPY TO REMAIN.

KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY
— — — — — PROPERTY LINE & LEASED AREA





PERNOI - ELEVATIONS

A 001 scale: 1/8"=1'

310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: ALL EXISTING LIGHTING AND EXTERIOR BUILDING FINISHES TO REMAIN WITH THE EXCEPTION OF NEW SIGNAGE.

KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY







MEMORANDUM

Planning Division

DATE: May 20, 2022

TO: Planning Board Members

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: 310 E. Maple - Casa Pernoï – Special Land Use Permit
Amendment, Final Site Plan & Design Review

The subject site, 310 E. Maple - Casa Pernoï, obtained approval to operate as a Bistro on July 22nd, 2019. Establishments with a Bistro Liquor License are allowed a maximum of 65 seats indoor and 65 seats outdoor. The prior bistro at 310 E Maple, Café Via, was approved for isinglass to enclose the outdoor dining in the private alley. The applicant is applying to maintain the existing isinglass from the prior tenant for year round outdoor dining which is now considered non-conforming.

On September 17th, 2018, Article 3, Section 3.04(C)(10)(i) of the Zoning Ordinance was amended to prohibit the use of enclosure materials facilitating year round outdoor dining. Doing so created a legal non-conformity with what was then Café Via's outdoor dining isinglass enclosure.

On April 8th, 2019, the City Commission reviewed a second round of bistro applications, and selected two to move forward to the Planning Board for a Final Site Plan and Special Land Use Permit and Design Review. Casa Pernoï was one of the two bistros selected to move forward for consideration which was proposing to occupy the former Café Via space.

On March 27th, 2019, the applicant – Casa Pernoï - first appeared before the Planning Board for a pre-application discussion. The Planning Board commented how isinglass is now prohibited and the applicant will not be permitted to maintain the isinglass enclosure from Café Via.

On June 12th, 2019 the applicant appeared before the Planning Board for their SLUP and Final Site Plan review. The Planning Board recommended approval of the SLUP and Final Site Plan, pending receipt of the following items and approval of those items by the Planning Department and Chairman of the Planning Board which included *"removal of all isinglass and other enclosure systems from the outdoor dining area and the addition of a trash receptacle"*.

On July 22nd, 2019 the applicant appeared before City Commission and obtained approval for their SLUP and Final Site Plan review.

On March 9th, 2020, the applicant appeared before City Commission for their Liquor License renewal. City staff pointed out that the applicant had yet to remove their isinglass from the private alley area which was a condition of the SLUP & Final Site Plan approval. The applicant indicated that they would like to leave it up to protect the bar area from harsh weather conditions. It was suggested by the City Commission that the applicant apply for an amended SLUP agreement which would allow the use of the isinglass in the off season.

Covid-19 restrictions and temporary outdoor dining rules occurred shortly after where restaurants were allowed certain types of enclosures for outdoor dining. Such temporary allowances ended during the summer of 2021.

On March 28th, 2022 the applicant was once again cited for the isinglass enclosure as well as propane heaters being stored in the via during liquor license reviews with the City Commission. There was general consensus from City staff and City Commission that the applicant should be allowed to continue business operations so long as they committed to pursuing a SLUP amendment and variance for the isinglass.

The applicant has now submitted a Special Land Use Amendment and Final Site Plan and Design Review application proposing to maintain isinglass throughout the year to enclose 26 seats considered to be "outdoor dining" during inclement weather. The applicant is also applying to amend their outdoor dining arrangement for an additional 38 seats in the via plaza, totaling 64 outdoor seats.

1.0 Land Use and Zoning

1. Existing Land Use – Single story Food & Drink establishment.
2. Zoning – The property is currently zoned B-4, Business-Residential, and D-4 in the Downtown Overlay District. The existing use and surrounding uses appear to conform to the permitted uses of each Zoning District.

3. Summary of Adjacent Land Use and Zoning –

	North	South	East	West
Existing Land Use	Commercial / Retail	Commercial / Retail	Commercial / Retail	Commercial / Retail
Existing Zoning District	B-4, Business-Residential	B-4, Business-Residential	B-4, Business-Residential	B-4, Business-Residential
Overlay Zoning District	D-4	D-4	D-4	D-4

2.0 Bistro Requirements

The applicant is requesting approval of a SLUP Amendment to operate Casa Pernoï bistro with isinglass that enables year round outdoor dining.

Article 9, section 9.02, Definitions, of the Zoning Ordinance defines a bistro as a restaurant with a full service kitchen with a maximum of 65 seats indoors, and a maximum of 65 seats outdoors. Casa Pernoï has 58 table seats and 7 bar seats for a total of 65 indoor seats. Casa Pernoï was also approved for 26 outdoor seats in July of 2019.

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

- a. No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats;
- b. Alcohol is served only to seated patrons, except those standing in a defined bar area;
- c. No dance area is provided;
- d. Only low key entertainment is permitted;
- e. Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
- f. A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1 foot and 8 feet in height;
- g. All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and
- h. Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, defined platform must be erected on the street adjacent to the bistro to create

an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.

- i. **Enclosures facilitating year round dining outdoors are not permitted.**
- j. Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.
- k. Outdoor rooftop dining is permitted with the conditions that surrounding properties are not impacted in a negative manner and adequate street level dining is provided as determined by the Planning Board and City Commission. Rooftop dining seats will count towards the total number of permissible outdoor dining seats.

As discussed above, Casa Pernoi bistro is proposing to maintain 7 seats at the bar and 65 indoor seats total. No direct connect bar permit is proposed. Alcohol may only be served to seated patrons and those standing in the bar area. Casa Pernoi bistro does not propose any dance area or live entertainment.

No glazing changes are proposed to the existing bistro space as the applicant satisfies all glazing requirements. The applicant has previously provided an operations plan detailing hours of operation, and no changes are proposed to the applicant's current operations plan.

Casa Pernoi is proposing to expand their outdoor dining throughout the pedestrian plaza area where the three pedestrian passages converge at the rear of 310 E. Maple. The three passages connect to E. Maple, Peabody, and S. Old Woodward. The outdoor dining area is currently approved for 26 outdoor seats with seating under the existing canopy structure enclosed by isinglass. A condition of the applicant's SLUP & FSP approval in July of 2019 was that the applicant remove all isinglass and other enclosure systems from the outdoor dining area. The applicant has yet to do so, and has been cited regarding this issue during their 2020 and 2022 liquor license reviews.

The applicant is now proposing an additional 38 seats in the via, totaling 64 outdoor dining seats. Bistros are permitted a total of 65 outdoor seats, therefore the proposal for an increase in the amount of outdoor seating satisfies the Ordinance requirements.

The applicant has indicated that they wish to keep the isinglass panels and use them for inclement weather to enclose their outdoor dining. Article 3, Section 3.04(C)(10)(i) of the Zoning Ordinance states that *enclosures facilitating year round dining outdoors are not permitted*. The use of the isinglass enclosure system appears to facilitate year round dining outdoors which is not permitted. **Thus, the applicant must remove all isinglass and other enclosure systems from the outdoor dining area, or obtain a dimensional variance of 767.25 square feet from the Board of Zoning Appeals.**

The applicant has indicated a desire to pursue a variance from the Board of Zoning Appeals and has submitted an application to be on the June 14th, 2022 Board of Zoning Appeals agenda.

3.0 Setback and Height Requirements

there are currently no issues with bulk, height or placement with the Special Land Use Permit, Final Site Plan/Design Review application submitted.

4.0 Screening and Landscaping

1. Dumpster Screening – No additional screening is required or proposed.
2. Parking Lot Screening – No additional parking lot screening is required or proposed.
3. Mechanical Equipment Screening – No additional screening for rooftop or ground level mechanical units is required or proposed.
4. Landscaping – The applicant is not proposing changes to the landscaping at this time.
5. Streetscape – The applicant is not proposing changes to the streetscape at this time.

5.0 Parking, Loading and Circulation

1. Parking – As the subject site is located within the Parking Assessment District, the applicant is not required to provide on-site parking. The proposed outdoor dining area will not extend into any on-street parking spaces, and will not utilize the public right-of-way.
2. Loading – Loading spaces are not required, nor proposed.
3. Vehicular Circulation and Access – Vehicular access to the building will not be altered.
4. Pedestrian Circulation and Access – Pedestrian access to the outdoor café is available directly from the city sidewalks on E. Maple and S. Old Woodward along the covered pedestrian passages. Under the 2016 Plan, outdoor cafes are encouraged as they create a more pedestrian friendly environment. All outdoor dining areas must maintain a 5' minimum width of unobstructed pedestrian access along storefronts and pedestrian passages. **It appears that a 5' wide pathway is provided, however the applicant must submit updated outdoor dining plans with all outdoor dining elements that verify the 5' wide unobstructed pedestrian pathway.**
- 5.

6.0 Lighting

No changes to lighting is proposed.

7.0 Departmental Reports

1. Engineering Division – The Engineering Division has no concerns at this time.
2. Department of Public Services – Comments will be provided to the Planning Board by May 25th, 2020.
3. Fire Department – Please see attached for comments from the Fire Department.
4. Police Department – The Police Department has no concerns at this time.
5. Building Division – No specific building code concerns from the Building Division at this time. The Building Division does recommend the Building Department and Fire Department inspect the enclosure to determine that all life safety requirements remain in place within the canopy and have not been altered.
6. Parking Manager – Comments will be provided to the Planning Board by May 25th, 2020.

8.0 Design Review

The applicant is not proposing any changes to the building.

Outdoor Dining

The applicant is proposing to maintain the existing 26-seat outdoor dining patio on private property and to maintain the existing isinglass enclosure. The applicant is also proposing an additional 38 seats located at 10 new tables in the via plaza, totaling 64 outdoor seats proposed. Bistros are permitted 65 outdoor seats, therefore the proposed number of outdoor seats satisfies the Ordinance requirement for Bistro outdoor seating.

As previously mentioned, the applicant is proposing to maintain the isinglass surrounding the canopy which encloses 26 seats of outdoor dining. The isinglass consists of a green bottom that matches the canopy color followed by a transparent material stretching up to the canopy. The isinglass panels may be unzipped and rolled up to open the seating for true outdoor dining.

Article 3, Section 3.04(C)(10)(i) of the Zoning Ordinance states that *enclosures facilitating year round dining outdoors are not permitted*. The proposed isinglass panels may be rolled down and zipped up to enclose the outdoor dining during inclement weather. **The Planning Division finds that the isinglass enclosure system is able to facilitate year round dining outdoors, and therefore is not permitted. As previously required as a condition of Casa Perno's approval in 2019, the applicant must remove all isinglass and other enclosure systems from the**

outdoor dining area, or obtain a dimensional variance of 767.25 square feet from the Board of Zoning Appeals.

The Article 9, Section 9.02 definition of Bistro in the Zoning Ordinance limits Bistros to 65 indoor seats. Casa Pernoï has maximized their indoor seating with a total of 65 indoor seats. The continued use of the existing isinglass enclosure system appears to create an indoor setting for an additional 26 seats which does not appear to satisfy the Ordinance's cap on Bistro indoor seating at 65.

In regards to the new outdoor dining seating, the additional 38 seats are proposed with 10 new tables. The chairs and tables are proposed to match the existing tables and chairs beneath the canopy which consist of a dark gray woven material and tables with glass tops. The new tables are proposed to have orange umbrellas to provide covering from the elements.

The current outdoor dining arrangement appears to provide a 5 foot clear pathway throughout the via. However, upon inspection, it appears that the applicant intends to have planters, heaters, and decorative string lighting supported by poles surrounding the outdoor dining area. Locations of planters and poles for decorative string lighting must also be provided on the outdoor dining plan to indicate a delineated service space and that a 5 foot clear pathway throughout the via is maintained. The applicant must also indicate the type of plant(s) in the planters, and indicate the location of string lights and their supporting poles. If the applicant wishes to add additional space heaters, locations of such space heaters must be indicated on the plan and receive inspection approval from the building and fire department. **The applicant must submit updated outdoor dining plans indicating the locations of all elements within the outdoor dining patio area.**

Signage

No new signs are proposed, the applicant will maintain the existing sign next to the front entrance reading "Casa Pernoï".

9.0 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	☒	☐	☐

10.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property 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.

11.0 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 310 E. Maple – Casa Perno – with the following conditions:

1. The applicant remove all isinglass and other enclosure systems from the outdoor dining area, or obtain a dimensional variance of 767.25 square feet from the Board of Zoning Appeals.
2. The applicant submit updated outdoor dining plans indicating the locations of all elements within the outdoor dining patio area.
3. The Building Department and Fire Department inspect the canopy to determine that all life safety requirements remain in place and have not been altered.

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

Motion to recommend **APPROVAL** to the City Commission the Special Land Use Permit for 310 E. Maple – Casa Perno – with the following conditions:

1. The applicant remove all isinglass and other enclosure systems from the outdoor dining area, or obtain a dimensional variance of 767.25 square feet from the Board of Zoning Appeals.
2. The applicant submit updated outdoor dining plans indicating the locations of all elements within the outdoor dining patio area.
3. The Building Department and Fire Department inspect the canopy to determine that all life safety requirements remain in place and have not been altered.

OR

Motion to **POSTPONE** the Special Land Use Permit for 310 E. Maple – Casa Perno – pending receipt of the following:

OR

Motion to recommend the **DENIAL** to the City Commission the Special Land Use Permit for 310 E. Maple – Casa Perno – for the following reasons:

1. _____
2. _____
3. _____

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

Motion to recommend **APPROVAL** to the City Commission the Final Site Plan & Design Review for 310 E. Maple – Casa Perno – with the following conditions:

1. The applicant remove all isinglass and other enclosure systems from the outdoor dining area, or obtain a dimensional variance of 767.25 square feet from the Board of Zoning Appeals.

2. The applicant submit updated outdoor dining plans indicating the locations of all elements within the outdoor dining patio area.
3. The Building Department and Fire Department inspect the canopy to determine that all life safety requirements remain in place and have not been altered.

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

Motion to recommend **APPROVAL** to the City Commission the Final Site Plan & Design Review for 310 E. Maple – Casa Pernoi – with the following conditions:

1. The applicant remove all isinglass and other enclosure systems from the outdoor dining area, or obtain a dimensional variance of 767.25 square feet from the Board of Zoning Appeals.
2. The applicant submit updated outdoor dining plans indicating the locations of all elements within the outdoor dining patio area.
3. The Building Department and Fire Department inspect the canopy to determine that all life safety requirements remain in place and have not been altered.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review for 310 E. Maple – Casa Pernoi – pending receipt of the following:

OR

Motion to recommend the **DENIAL** to the City Commission the Final Site Plan & Design Review for 310 E. Maple – Casa Pernoi – for the following reasons:

1. _____
2. _____
3. _____



CITY OF BIRMINGHAM FIRE DEPARTMENT

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

May 20, 2022

Casa Perno

310 E. Maple

Outdoor Dining Review

1. Fuel fired heating equipment such as patio heaters shall not be placed in a path of egress or within 5 feet of an entry/exit door.
2. Do not store LP gas cylinders (full or empty) in buildings at any time.
3. Loose LP gas cylinders are prohibited in public areas. Store in an approved LP cylinder cage.
4. Maintain clear exit path around seating arrangement in courtyard.
5. Post occupant load sign.

Jack D. Pesha

Fire Marshal



MEMORANDUM

Planning Division

DATE: July 6, 2022

TO: Historic District Commission

FROM: Nicholas Dupuis, Planning Director

SUBJECT: 310 E. Maple – Casa Perno/Briggs Building – Historic Design Review

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

Existing Use: 3-Story Commercial Multi-tenant Building

History

This building occupies the southeast corner of the Maple and Old Woodward intersection on the original site of the Library Hall. Library Hall was built in 1895 to house the village offices, the fire and police stations, and the library. Also located on the Briggs site was the Peck Hotel. The property was sold to the Briggs Commercial Development Company in 1927. In May of 1929, the Briggs Commercial Development Company announced plans to build a 10-store project with office space on the second floor. The structure was designed to accommodate two additional office floors. The architect for the Briggs Building was C. Howard Crane. He was an architect with a national reputation for theater design. He designed the Fox Theater in Detroit. The general contractor was C.O. Barton, which was to become Barton-Malow Company, one of the largest construction firms in the state. The construction was \$200,000 (\$3.4 million in 2022 dollars). The initial tenants in the Briggs Building were the Piggly-Wiggly Company grocery store chain, the Birmingham Department Store, Economical Drug Company, and F.W. Woolworth Company. The ground floor commercial storefronts have been altered over the years but the second floor remains unchanged. In 1982, the building was extended to the east.

Introduction

A Historic Design Review application has been submitted for an isinglass enclosure and outdoor dining expansion in the via located on the property behind the Briggs Building. The outdoor dining structure has existed in the via, and has been attached to the building for many years.

On May 28, 2022, the Planning Board moved to recommend approval of a Special Land Use Permit Amendment, Final Site Plan and Design Review application for 310 E. Maple – Casa Perno – with the following conditions:

1. The applicant remove all isinglass and other enclosure systems from the outdoor dining area, or obtain a dimensional variance of 767.25 square feet from the Board of Zoning Appeals;
2. The applicant submitted updated drawings dated May 25, 2022 for the outdoor dining plans showing a total of 64 seats and indicating the locations of all elements within the outdoor dining patio area;
3. The Building Department and Fire Department inspect the canopy to determine that all life safety requirements remain in place and have not been altered;
4. The Planning Board approves the tables and chairs consisting of woven plastic as a material of comparable quality to wood and metal as per the outdoor dining standards requirement of Article 4, Section 4.44(A)(5);
5. The applicant meet all applicable fire codes regarding the locations of the proposed heaters and propane tanks; and,
6. That the May 25, 2022 outdoor dining plans clearly identify the pedestrian clear path through the outdoor dining area.

On June 14, 2022, the applicant appeared before the Board of Zoning Appeals to request a variance for their isinglass enclosure system facilitating year round outdoor dining of 26 seats. The total surface area of the isinglass enclosure is 767.25 square feet. The Board of Zoning Appeals granted the variance request, allowing the applicant to maintain the existing isinglass enclosing 26 outdoor dining seats year round.

The applicant is scheduled for a public hearing at the City Commission on July 11, 2022 for final consideration of the Special Land Use, Final Site Plan and Design Review application.

Proposal

The applicant has submitted plans proposing an isinglass enclosure and new outdoor dining furniture in the via. A full review of the historic preservation aspects of the design is provided in the relevant section below. The proposed materials for the new addition are as follows:

Material	Location	Color
Isnglass	Surrounding 26 Seats	Clear

Planning & Zoning

The Planning Board review on May 28, 2022 provided an in-depth review of the planning and zoning issues associated with the proposed outdoor dining modification. No additional issues are present within the Design Review application submitted.

Lighting

There are no new light fixtures proposed as a part of the application submitted.

Signage

There are no signs proposed as a part of the application submitted (single-family residence).

Design Review Standards and Guidelines

Chapter 127, Section 127-11 of the Birmingham Code of Ordinances states that in reviewing plans, the commission shall follow the U.S. secretary of the interior's standards for rehabilitation and guidelines for rehabilitating historic buildings as set forth in 36 C.F.R. part 67. Design review standards and guidelines that address special design characteristics of historic districts administered by the commission may be followed if they are equivalent in guidance to the secretary of interior's standards and guidelines and are established or approved by the state historic preservation office of the Michigan Historical Center. The U.S. Secretary of the Interior Standards for *Rehabilitation* ("SOI Standards") are provided in full at the end of this report.

In reviewing plans, the commission shall also consider all of the following:

1. The historic or architectural value and significance of the resource and its relationship to the historic value of the surrounding area.
2. The relationship of any architectural features of the resource to the rest of the resource and to the surrounding area.
3. The general compatibility of the design, arrangement, texture, and materials proposed to be used.
4. Other factors, such as aesthetic value, that the commission finds relevant.
5. Whether the applicant has certified in the application that the property where work will be undertaken has, or will have before the proposed project completion date, a fire alarm system or a smoke alarm complying with the requirements of the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

Recommendation

The proposed outdoor dining modification behind the historic Briggs Building, as proposed by the applicant, generally meets the applicable Secretary of the Interior Standards for Rehabilitation numbers 1, 2 and 10. The following analysis breaks down the proposal through the lens of each standard listed:

1. *A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.*

The building and property will remain commercial, which will maintain the historic purpose and characteristics.

2. *The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*

The new isinglass enclosure and expanded outdoor dining patio does not alter any historic material or character defining spaces of the building and/or property.

10. *New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

The addition of isinglass and new outdoor dining furniture is inherently temporary and unobtrusive, and the removal of such will not damage the property.

Based on the review above, the Planning Division recommends that the Historic District Commission consider **APPROVAL** of the Design Review application for 310 E. Maple – Casa Pernoi/Briggs Building. The Planning Division feels as though the proposed renovation meets the Secretary of the Interior Standards for Rehabilitation numbers 1, 2 and 10. The Planning Division also recommends the following condition of approval:

1. The applicant must receive approval from the City Commission prior to the installation of any new isinglass or outdoor dining furniture/fixtures.

Wording for Motions

I move that the Commission **APPROVE** the Historic Design Review application and issue a Certificate of Appropriateness for 310 E. Maple – Casa Pernoi/Briggs Building. The proposed outdoor dining changes meet the Secretary of the Interior's Standards for Rehabilitation standard numbers 1, 2 and 10. The approval is subject to the following condition:

1. The applicant must receive approval from the City Commission prior to the installation of any new isinglass or outdoor dining furniture/fixtures.

OR

I move that the Commission **POSTPONE** the Historic Design Review application and the issuance of a Certificate of Appropriateness for 310 E. Maple – Casa Pernoi/Briggs Building – for the following reason(s):

1. _____
2. _____
3. _____

OR

I move that the Commission **DENY** the Historic Design Review application for 310 E. Maple – Casa Pernoi/Briggs Building. Because of _____ the work does not meet The Secretary of the Interior's Standards for Rehabilitation standard number(s) _____.

Notice to Proceed

I move the Commission issue a Notice to Proceed for number _____. The work is not appropriate, however the following condition prevails: _____ and the proposed application will materially correct the condition.

Choose from one of these conditions:

- a) The resource constitutes hazard to the safety of the public or the structure's occupants.
- b) The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approvals, financing, and environmental clearances.
- c) Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God, or other events beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant site within the historic district. have been attempted and exhausted by the owner.
- d) Retaining the resource is not in the best of the majority of the community.

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



NOTICE OF INTENTION TO APPOINT TO THE ADVISORY PARKING COMMITTEE

At the regular meeting of Monday, August 29, 2022, the Birmingham City Commission intends to appoint three regular members to the Advisory Parking Committee to serve three-year terms expiring September 4, 2025 (a resident shopper, a representative of a downtown Birmingham professional firm and a resident).

Interested citizens may submit an application available at the City Clerk's Office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's Office on or before noon on Wednesday, August 24, 2022. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and voter on appointments.

Committee Duties

The Advisory Parking Committee shall provide guidance to the City Commission in the management of Birmingham's Auto Parking System. The Committee shall recognize parking requirements of the CBD and fairly assess the costs to users. It will provide for attractive, maintained and safe facilities.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
The majority of the members shall be residents. • One member shall be a resident shopper • One member shall represent a downtown professional firm • One member shall be a resident who does not qualify under the other APC member categories	08/24/2022	8/29/2022

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.



NOTICE OF INTENTION TO APPOINT TO BOARD OF REVIEW

At the regular meeting of Monday, August 29, 2022, the Birmingham City Commission intends to appoint one alternate member to the Board of Review to serve the remainder of a three-year term to expire December 31, 2023. Applicants must be property owners and electors of the City of Birmingham.

The Board of Review, consisting of two panels of three local citizens who must be property owners and electors, is appointed by the City Commission for three-year terms. Although a general knowledge of the city is very helpful, more important are good judgment and the ability to listen carefully to all sides of an issue before making a decision. Approximately three weeks in March are scheduled for taxpayers to protest their assessments and one day each in July and December for correcting clerical errors and mutual mistakes of fact. Two training sessions in February are also required.

Interested citizens may submit an application available at the Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, August 24, 2022. These documents will appear in the public agenda for the regular meeting at which time the City Commission will interview applicants and may make nominations and vote on appointments.

Board members are paid \$110 per diem.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members must be property owners and electors (registered voters) of the City of Birmingham.	8/24/2022	8/29/2022

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.

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC AND NATURAL
GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21205**

- Consumers Energy Company requests Michigan Public Service Commission for authority to reconcile its 2021 Energy Waste Reduction Plan Costs.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550, for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Tuesday, July 12, 2022 at 9:30 AM

BEFORE: Administrative Law Judge Katherine Talbot

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) May 31, 2022 application requesting the Commission to: 1) determine that Consumers Energy's 2021 Energy Waste Reduction (EWR) Plan reconciliation is reasonable and prudent and meets all relevant requirements under Act 295; 2) approve the collection of a financial performance incentive payment for both the natural gas and electric EWR Plan, the collection of which is to be completed by December 31, 2023, in order to comply with the requirements of ASC 980-605-25; 3) approve the EWR surcharge mechanism as proposed by Consumers Energy; 4) approve the conversion of 247,816 EWR Credits into Renewable Energy Credits in 2021 for use in meeting the Consumers Energy's renewable energy requirements under Act 295; and 5) grant Consumers Energy other and further relief.

INFORMATION ONLY

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 5, 2022. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. U-21205. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY
CONSUMERS ENERGY.]**

2206-C

INFORMATION ONLY