



Special Land Use Permit Application – Bistro Planning Division

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

1. Applicant

Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email address: _____

2. Property Owner

Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email address: _____

3. Applicants Attorney/Contact Person

Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email address: _____

4. Project Designer/Developer

Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email address: _____

5. Required Attachments

- Required fee (see [Fee Schedule](#) for applicable amount)
- Two (2) folded copies of scaled plans including:
 - Certified land survey
 - Color elevations showing all materials
 - Site plan (including property lines, buildings and structures for the subject site as well as all adjacent properties within 200 ft. of the property line)
 - Landscape plan
 - Photometric plan
 - Interior floor plan
- Photographs of existing site and/or building.
- Warranty Deed with legal description of property.
- Current aerial photos of the subject site, including all adjacent properties within 200 ft.
- Signed contract.
- Summary of Bistro concept and sample menu.
- Samples of all materials to be used.
- Catalog sheets for all proposed lighting, mechanical equipment and outdoor furniture.
- A signed letter from DTE approving the location of all electrical transformers and electrical equipment.
- Completed Checklist.
- Digital copy of plans.
- Additional information as required.

6. Project Information

Address/Location of the property: _____

Name of development: _____
Sidwell #: _____
Current Use: _____
Proposed Use: _____
Area of Site in Acres: _____
Current zoning: _____
Is the property located in the floodplain? _____
Name of Historic District Site is Located in: _____
Date of Historic District Commission Approval: _____

Date of Application for Preliminary Site Plan: _____
Date of Preliminary Site Plan Approval: _____
Date of Application for Final Site Plan: _____
Date of Final Site Plan Approval: _____
Date of Application for Revised Final Site Plan: _____
Date of Revised Final Site Plan Approval: _____
Date of Design Review Board Approval: _____
Is there a current SLUP in effect for this site? _____
Date of Application for SLUP: _____
Date of SLUP Approval: _____
Date of Last SLUP Amendment: _____

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

8. Buildings and Structures

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

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

9. Floor Use and Area (in Square Feet)

Structures:

Restaurant Space: _____
Office Space: _____
Retail Space: _____

Number of Residential Units: _____
Rental or Condominium? _____
Total Floor Area: _____

10. Proposed Bistro Operation

Number of Indoor Seats: _____
Number of Outdoor Seats: _____
Entertainment Proposed: _____
Previous LCC Complaints? _____
Number of Tables along Street Façade: _____
Type of Cuisine: _____

Bar Area? _____
Number of Seats at Bar: _____
Full Service Kitchen? _____
Percentage of Glazing Proposed: _____
Years of Experience in Birmingham: _____
Years of Experience Outside Birmingham: _____

11. Required and Proposed Setbacks

Required Front Setback: _____
Required Rear Setback: _____
Required Total Side Setback: _____

Proposed Front Setback: _____
Proposed Rear Setback: _____
Proposed Total Side Setback: _____

12. Outdoor Dining Facility

Location (sidewalk right-of-way or on-street parking space): _____
Hours of Operation: _____
Width of unobstructed sidewalk between door and café? (5 ft. required): _____
Platform Proposed: _____
Trash Receptacles: _____

Number of Tables/Chairs: _____
Material of Tables/Chairs: _____
Tables Umbrellas Height & Material: _____
Number and Location of Parking Spaces Utilized: _____
Screenwall Material: _____
Enclosure Material: _____

13. Required and Proposed Parking

Required number of parking spaces: _____
Location of parking on site: _____
Screenwall material: _____

Shared Parking Agreement? _____
Location of parking off site: _____
Height of screenwall: _____

14. Landscaping

Location of landscape areas: _____

Proposed landscape material: _____

15. Streetscape

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

Description of benches or planters: _____
Species of existing trees: _____
Species of proposed trees: _____

16. Loading

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

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

17. Exterior Waste Receptacles

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

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

18. Mechanical Equipment

Utilities and Transformers:

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

Location of all utilities & easements: _____
Height of screenwall: _____

Ground Mounted Mechanical Equipment:

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

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

Rooftop Mechanical Equipment:

Number of rooftop units: _____
Type of rooftop units: _____
Screenwall material: _____
Location of screenwall: _____

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

19. Accessory Buildings

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

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

20. Building Lighting

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

Type of light standards on building: _____
Height from grade: _____
Proposed wattage per fixture: _____

21. Site Lighting

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

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

22. Adjacent Properties

Number of properties within 200 ft.: _____

Property #1

Number of buildings on site: _____

Zoning district: _____

Use type: _____

Square footage of principal building: _____

Square footage of accessory buildings: _____

Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #2

Number of buildings on site: _____

Zoning district: _____

Use type: _____

Square footage of principal building: _____

Square footage of accessory buildings: _____

Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #3

Number of buildings on site: _____

Zoning district: _____

Use type: _____

Square footage of principal building: _____

Square footage of accessory buildings: _____

Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #4

Number of buildings on site: _____

Zoning district: _____

Use type: _____

Square footage of principal building: _____

Square footage of accessory buildings: _____

Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #5

Number of buildings on site: _____

Zoning district: _____

Use type: _____

Square footage of principal building: _____

Square footage of accessory buildings: _____

Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #6

Number of buildings on site: _____

Zoning district: _____

Use type: _____

Square footage of principal building: _____

Square footage of accessory buildings: _____

Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

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

Signature of Owner: _____ Date: _____

Print Name: _____

Signature of Applicant: _____ Date: _____

Print Name: _____

Signature of Architect: _____ Date: _____

Print Name: _____

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

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



SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: _____ Case #: _____ Date: _____

Address: _____ Project: _____

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

Site Plan for Special Land Use Permit

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

- ___ 1. Name and address of applicant and proof of ownership;
- ___ 2. Name of Development (if applicable);
- ___ 3. Address of site and legal description of the real estate;
- ___ 4. Name and address of the land surveyor;
- ___ 5. Legend and notes, including a graphic scale, north point, and date;
- ___ 6. A separate location map;
- ___ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- ___ 8. Aerial photographs of the subject site and surrounding properties;
- ___ 9. A list of all requested elements/changes to the site plan;
- ___ 10. Any changes requested marked in color on the site plans and on all elevations of any building(s);
- ___ 11. Site plan showing the subject site in its entirety, including property lines, buildings and structures. Site plan must show the same details for all adjacent properties within 200 ft. of the subject sites property lines;
- ___ 12. A chart indicating the dates of any previous approvals by the Planning Board, Board of Zoning Appeals, Design Review Board, or the Historic District Commission ("HDC");
- ___ 13. Existing and proposed layout of streets, open space and other basic elements of the plan;
- ___ 14. Existing and proposed utilities and easements and their purpose;
- ___ 15. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preserve-able trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
- ___ 16. General description, location, and types of structures on site;
- ___ 17. Location of sidewalks, curb cuts, and parking lots on subject site and all sites within 200 ft. of the property line;
- ___ 18. Details of existing or proposed lighting, signage and other pertinent development features;
- ___ 19. Elevation drawings showing proposed design;

- ___ 20. Screening to be utilized in concealing any exposed mechanical or electrical equipment and all trash receptacle areas;
- ___ 21. Location of all exterior lighting fixtures;
- ___ 22. A landscape plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation; and
- ___ 23. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

Elevation Drawings

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

- ___ 24. Color elevation drawings showing the proposed design for each façade of the building;
- ___ 25. List of all materials to be used for the building, marked on the elevation drawings;
- ___ 26. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- ___ 27. Details of existing or proposed lighting, signage and other pertinent development features;
- ___ 28. A list of any requested design changes;
- ___ 29. Itemized list of all materials to be used, including exact size specifications, color, style, and the name of the manufacturer;
- ___ 30. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometric analysis of all exterior lighting fixtures showing light levels to all property lines; and
- ___ 31. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

CONTRACT FOR TRANSFER OF A LIQUOR LICENSE
(BISTRO)

This Contract is entered into this ____ day of _____, 2015, by and between _____, whose address is _____, (Licensee) and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 (City).

R E C I T A L S:

WHEREAS, Licensee wishes to transfer the location of its liquor license from _____ to _____, Birmingham, Michigan (Property); and

WHEREAS, local legislative approval is required by the **CITY OF BIRMINGHAM** for the transfer of a _____ liquor license pursuant to MCLA §436.1501 of the Michigan Liquor Control Code of 1998; and

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

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

NOW, THEREFORE, the parties agree as follows:

1. Licensee shall be permitted to transfer the location of its liquor license from _____ to the Property. Any transfer of the aforementioned license from the Property to any other location in the **CITY OF BIRMINGHAM** shall require the approval of the Birmingham City Commission in accordance with Section 10-83. In addition, any expansion of the building location at the Property shall also require the approval of the Birmingham City Commission.
2. Licensee does hereby agree that it shall establish a bistro, as defined in Birmingham City Code Chapter 126, Zoning, Article 9, section 9.02, at the Property.
3. Licensee further acknowledges that it must secure a special land use permit for a bistro as required by the Birmingham City Code. It is further agreed that it shall comply with all provisions of the special land use permit, or any amendments thereto, as a condition of this contract. Licensee further acknowledges and agrees that a violation of any provision of the special land use permit or the Michigan Liquor Control Code is a violation of the terms of the contract entitling the City to exercise any or all of the remedies provided herein.
4. Licensee further agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.
5. Licensee further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.
6. Licensee agrees that it shall adhere to all Federal, State and Local laws currently in effect or as subsequently amended or enacted.

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

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

9. In the event Licensee fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code.

10. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. The Licensee shall notify the City of any dispute it has arising out of this Contract and shall demand that the City elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The City shall make its election in writing within thirty (30) days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the City fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

11. This Contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

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

13. 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 and Licensee. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this 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.

By: _____

Its: _____

Date: _____

CITY OF BIRMINGHAM

By:_____

, Mayor

Date: _____

By:_____

, Clerk

Date: _____



Notice Signs - Rental Application Community Development

1. Applicant

Name: _____
Address: _____

Phone Number: _____
Fax Number: _____

Property Owner

Name: _____
Address: _____

Phone Number: _____
Fax Number: _____

2. Project Information

Address/Location of Property: _____
Name of Development: _____
Area in Acres: _____

Name of Historic District site is in, if any: _____
Current Use: _____
Current Zoning: _____

3. Date of Board Review

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

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

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

Signature of Applicant: _____ Date: _____

Office Use Only

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



Fee Schedule

| | |
|--|---|
| Administrative Approval | \$100.00 |
| Board of Zoning Appeals* <ul style="list-style-type: none"> • Single Family Residential • All Others | \$310 \$510 |
| Community Impact Study Review* | \$2,050 |
| Design Review* | \$350 |
| Lot Division* | \$200 / parcel affected |
| Historic District Review* <ul style="list-style-type: none"> • Single Family Residential District • All other zone districts | No charge \$350 |
| Public Notice Sign | \$100 / refundable deposit \$50 fee |
| Site Plan Review* <ul style="list-style-type: none"> • R4 through R8 zone district • Nonresidential districts | \$850 plus \$50 per dwelling unit \$1050 plus \$50 per acre or portion of acre |
| Special Land Use Permit* <ul style="list-style-type: none"> • Plus Site Plan Review • Plus Design Review • Plus Publish of Legal Notice • Plus sign rental and deposit | \$800 \$1050 \$350 \$450 \$150 Total fee: \$2800 |
| Special Land Use Permit Annual Renewal Fee | \$200.00 |
| Temporary Use Permit | \$100 |
| Zoning Compliance Letter | \$50 |

The fees for design review, site plan review, historic district review and special land use permits shall be double the listed amounts in the even the work is commenced prior to the filing of an application for review by the City of Birmingham.

Ordinance No. 1751 (Appendix A, Section 7.38 of the Birmingham City Code)