



## Special Land Use Permit Application - Bistro Planning Division

### 1. Applicant

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 2. Applicant's Attorney/Contact Person

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 3. Required Attachments

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

### 4. Project Information

Address/Location of Property: \_\_\_\_\_

Name of Bistro: \_\_\_\_\_

Sidwell #: \_\_\_\_\_

Current Use: \_\_\_\_\_

Proposed Use: \_\_\_\_\_

Area in Acres: \_\_\_\_\_

Current Zoning: \_\_\_\_\_

Zoning of Adjacent Properties: \_\_\_\_\_

Is there a current SLUP in effect for this site?: \_\_\_\_\_

### Property Owner

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Project Designer/Developer

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

- Completed Checklist
- Certified Land Survey
- Signed Contract
- Fifteen (15) folded copies of plans including color elevations showing all materials and an itemized list of all changes for which approval is requested with the changes marked in color
- One (1) additional set of plans mounted on a foam board, including a color rendering of each elevation

### 5. Details of the Nature of Work Proposed (Site plan & design elements)

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**6. Buildings and Structures existing on site**

Number of Buildings on site: \_\_\_\_\_  
Height of Building & # of stories: \_\_\_\_\_

Use of Buildings: \_\_\_\_\_  
Height of rooftop mechanical equipment: \_\_\_\_\_

**7. Floor Use and Area (in square feet)**

**Structures:**

Restaurant Space: \_\_\_\_\_  
Office space: \_\_\_\_\_  
Total floor area: \_\_\_\_\_

Retail space: \_\_\_\_\_  
Number of Residential Units: \_\_\_\_\_  
Rental or Condominium: \_\_\_\_\_

**8. Bistro Operation**

Number of Indoor Seats: \_\_\_\_\_  
Number of Outdoor Seats: \_\_\_\_\_  
Entertainment Proposed: \_\_\_\_\_  
Years of Experience in Birmingham: \_\_\_\_\_  
Previous LCC Complaints? \_\_\_\_\_  
Tables provided along street façade: \_\_\_\_\_  
Required front setback: \_\_\_\_\_  
Required rear setback: \_\_\_\_\_  
Required total side setback: \_\_\_\_\_

Type of Cuisine: \_\_\_\_\_  
Bar Area? \_\_\_\_\_  
Number of Seats at bar: \_\_\_\_\_  
Years of Experience outside of Birmingham: \_\_\_\_\_  
Full Service Kitchen? \_\_\_\_\_  
Percentage of glazing proposed: \_\_\_\_\_  
Proposed front setback: \_\_\_\_\_  
Proposed rear setback: \_\_\_\_\_  
Proposed total side setback: \_\_\_\_\_

**9. 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' required): \_\_\_\_\_  
Platform proposed: \_\_\_\_\_  
Trash receptacles: \_\_\_\_\_

Number of tables/chairs: \_\_\_\_\_  
Material of tables/chairs: \_\_\_\_\_  
Table umbrellas height and material: \_\_\_\_\_  
Number and location of parking spaces: \_\_\_\_\_  
Screenwall material: \_\_\_\_\_  
Enclosure material: \_\_\_\_\_

**10. Required and Proposed Parking**

Number of parking spaces: \_\_\_\_\_  
Location of off site parking: \_\_\_\_\_  
Screenwall material: \_\_\_\_\_

Location of parking spaces: \_\_\_\_\_  
Shared Parking Agreement?: \_\_\_\_\_  
Height of screenwall: \_\_\_\_\_

**11. Landscaping**

Location of landscape areas: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed landscape material: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. 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 street trees: \_\_\_\_\_  
Species of proposed street trees: \_\_\_\_\_  
\_\_\_\_\_

**13. Loading**

Required number of loading spaces: \_\_\_\_\_  
Location of loading spaces on the site: \_\_\_\_\_

Proposed number of loading spaces: \_\_\_\_\_

**14. Mechanical Equipment**

**Ground Mounted Mechanical Equipment:**

Number of ground mounted units: \_\_\_\_\_  
Size of ground mounted units (LxWxH): \_\_\_\_\_

Location of all ground mounted units: \_\_\_\_\_

Screenwall material: \_\_\_\_\_

Height of screenwall: \_\_\_\_\_

**Rooftop Mechanical Equipment:**

Number of rooftop units: \_\_\_\_\_  
Type of rooftop units: \_\_\_\_\_

Location of all ground mounted units: \_\_\_\_\_

Size of rooftop units (LxWxH): \_\_\_\_\_

Screenwall material: \_\_\_\_\_

Height of screenwall: \_\_\_\_\_

Location of screenwalls: \_\_\_\_\_

Percentage of rooftop covered by mechanical units: \_\_\_\_\_

Distance from units to rooftop units to screenwall: \_\_\_\_\_

**15. Lighting**

Number of light standards on building: \_\_\_\_\_  
Size of light fixtures (LxWxH): \_\_\_\_\_

Type of light standards on building: \_\_\_\_\_

Height from grade: \_\_\_\_\_

Maximum wattage per fixture: \_\_\_\_\_

Proposed wattage per fixture: \_\_\_\_\_

Parking lot lighting: \_\_\_\_\_

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

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

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. Legend and notes, including a graphic scale, north point, and date;
- \_\_\_\_\_ 6. A separate location map;
- \_\_\_\_\_ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- \_\_\_\_\_ 8. A list of all requested elements / changes to the site plan;
- \_\_\_\_\_ 9. Any changes requested marked in color on the site plan and on all elevations of any building(s);
- \_\_\_\_\_ 10. Existing and proposed layout of streets, open space and other basic elements of the plan;
- \_\_\_\_\_ 11. Existing and proposed utilities and easements and their purpose;
- \_\_\_\_\_ 12. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preservable trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
- \_\_\_\_\_ 13. General description, location, and types of structures on the site;
- \_\_\_\_\_ 14. Details of existing or proposed lighting, signage and other pertinent development features;
- \_\_\_\_\_ 15. 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
- \_\_\_\_\_ 16. 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:

- \_\_\_\_\_ 17. Name and address of applicant and proof of ownership;

- \_\_\_\_\_ 18. Name of Development (if applicable);
- \_\_\_\_\_ 19. Address of site and legal description of the real estate;
- \_\_\_\_\_ 20. A separate location map;
- \_\_\_\_\_ 21. Legend and notes, including a graphic scale, north point, date and all relevant dimensions;
- \_\_\_\_\_ 22. Color elevation drawings showing the proposed design for each façade of the building;
- \_\_\_\_\_ 23. Itemized list of all materials to be used, including exact size specifications, color, style, and the name of the manufacturer; and
- \_\_\_\_\_ 24. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- \_\_\_\_\_ 25. Details of existing or proposed lighting, signage and other pertinent development features;
- \_\_\_\_\_ 26. A list of any requested design changes;
- \_\_\_\_\_ 27. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometry analysis of all exterior lighting fixtures showing light levels to all property lines; and
- \_\_\_\_\_ 28. 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 \_\_\_\_\_, 2006, 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.







# 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"> <li>• Single Family Residential</li> <li>• All Others</li> </ul>	\$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"> <li>• Single Family Residential District</li> <li>• All other zone districts</li> </ul>	No charge \$350
Public Notice Sign	\$100 / refundable deposit \$50 fee
Site Plan Review* <ul style="list-style-type: none"> <li>• R4 through R8 zone district</li> <li>• Nonresidential districts</li> </ul>	\$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"> <li>• Plus Site Plan Review</li> <li>• Plus Design Review</li> <li>• Plus Publish of Legal Notice</li> <li>• Plus sign rental and deposit</li> </ul>	\$800 \$1050 \$350 \$450 \$150 Total fee: \$2800
Special Land Use Permit Annual Renewal Fee	\$200.00
Temporary Use Permit	\$100
Zoning Compliance Letter	\$50
Zoning Ordinance Amendment Hearing (Rezoning)*	\$1500

**\*Require public notice sign to be posted (\$150 – rental fee & deposit)**

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

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