

**CITY OF BERKLEY PUBLIC NOTICE
REGULAR CITY COUNCIL MEETING
Monday, August 14, 2023
7:00 P.M. – City Hall
248-658-3300**

**CALL 39th COUNCIL TO ORDER
APPROVAL OF AGENDA
MAYOR-LED MOMENT OF REFLECTION
PLEDGE OF ALLEGIANCE
PUBLIC COMMENT
ORDER OF BUSINESS**

Consent Agenda

1. **APPROVAL OF THE MINUTES:** Matter of [approving the minutes](#) of the 39th Regular City Council meeting on Monday, July 17, 2023 and Special City Council meetings on Monday, June 19, 2023 and Tuesday, July 27, 2023.
2. **WARRANT:** Matter of [approving Warrant No. 1389](#).
3. **RESOLUTION NO. R-18-23:** Matter of [approving participation](#) in the “Tie Michigan Teal” campaign to promote awareness of ovarian cancer and its symptoms.
4. **PROCLAMATION NO. P-23-23:** Matter of [proclaiming September 2023](#) as National Suicide Prevention Month.
5. **PROCLAMATION NO. P-24-23:** Matter of [proclaiming September 2023](#) as National Recovery Month.
6. **PROCLAMATION NO. P-25-23:** Matter of [proclaiming September 2023](#) as Childhood Cancer Awareness Month.
7. **PROCLAMATION NO. P-26-23:** Matter of [proclaiming September 2023](#) as National Preparedness Month.

Regular Agenda

1. **RECOGNITIONS/PRESENTATIONS:** Matter of any recognitions or presentations from the Consent Agenda.
2. **MOTION NO. M-53-23:** Matter of [accepting and receiving a presentation](#) from Fishbeck on the recommendations of the City of Berkley Parking Study.
3. **MOTION NO. M-54-23:** Matter of [approving the special land use](#) for the occupation of 2790 Coolidge Highway to be used as a law office in the Downtown District, on the east side of Coolidge Highway, south of Franklin Road requested by applicant Bradley Devries on behalf of Pinch Law.
4. **MOTION NO. M-55-23:** Matter of [awarding a \(1\) one-year contract](#) for janitorial services to LGC Global Energy FM LLC, 7310 Woodward Ave, Detroit, MI in the amount of \$79,440.
5. **MOTION NO. M-56-23:** Matter of [approving the continuing partnership](#) with DG Energy Company LLC, 42690 Woodward Ave., Suite 360, Bloomfield Hills, MI 48304 to provide and install one (1) EV charger at Oxford Park, at a cost not to exceed \$33,335. Funds for this expenditure will come from account 101-265-971-150.
6. **MOTION NO. M-57-23:** Motion to [approve the purchase of Google Workspace](#) in the amount of \$25,560.60 from account 101-228-760-000.
7. **ORDINANCE NO. O-09-23:** Matter of [considering the Second Reading and Adoption](#) of an Ordinance of the City Council of the City of Berkley, Michigan to Add Article V, Retail Pet Store Sales, in Chapter 2, Animals, of the Berkley City Code to Prohibit Retail Pet Stores in the City from Selling Dogs, Cats, or Rabbits.

8. **MOTION NO. M-58-23**: Matter of [approving the appointments](#) to various boards and commissions.
9. **MOTION NO. M-59-23**: Matter of [approval to join](#) the Michigan Emergency Management Assistance Compact (MEMAC).
10. **RESOLUTION NO. R-19-23**: Matter of [adopting a resolution](#) of the Council of the City of Berkley, Michigan establishing a Mayor's Academy on Services and Budget.
11. **MOTION NO. M-60-23**: Matter of [approving a Cost-Sharing Agreement](#) regarding 2022 Safe Streets and Roads For All ("SA4A") Grant Program.
12. **MOTION NO. M-61-23**: Matter of [considering participation](#) in the Teva, Allergan, CVS, Walgreens, and Walmart National Opioid Settlements and Authorize the City Manager to sign the Participation Agreements on the City's behalf.

COMMUNICATIONS

ADJOURN

Note: The City of Berkley will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon four working days' notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling: Victoria Mitchell, ADA Contact, Berkley City Hall, 3338 Coolidge Highway, Berkley, MI 48072 (1-248-658-3310).

Note: Official minutes of City Council Meetings and supporting documents for Council packets are available for public review in the City Clerk's Office during normal working hours. Anyone wishing to submit correspondence for the meeting may send an email to clerk@berkleymich.net or call 248-658-3310 by 5 p.m. on the day of the meeting.

**THE REGULAR MEETING OF THE THIRTY-NINTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
WAS CALLED TO ORDER AT 7:00 PM ON MONDAY, JULY 17, 2023 BY MAYOR DEAN**

PRESENT: Councilmember Steve Baker Mayor Pro Tem Ross Gavin
 Councilmember Mike Dooley Councilmember Dennis Hennen
 Mayor Bridget Dean

ABSENT: Councilmember Gregory Patterson Councilmember Jessica Vilani

OTHER STAFF PRESENT:

City Manager Matt Baumgarten
City Attorney John Staran
City Clerk Victoria Mitchell
Public Safety Director Matthew Koehn
Public Safety Sgt. David Arney
Facilities Manager Alex Brown

APPROVAL OF AGENDA

Councilmember Baker moved to approve the Agenda
Seconded by Councilmember Hennen
Ayes: Dooley, Gavin, Hennen, Baker and Dean
Nays: Patterson, Vilani
Motion Approved.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT:

Charles Tyrrell, Berkley, regarding R-12-23 Section 4, commercial accounts or industrial businesses will be billed for solid waste removal and disposal a weekly fee of \$41.05 for a grand total of over \$2100. Businesses received a letter from the City discussing dumpsters which stated that if you need a larger dumpster, you must contact the independent hauler of your choosing. The commercial rate will still apply even if the business does not use Tringali. He said the city is now a sales agent for Tringali. Charles said this is a tax; we did not vote for this. He said he is aghast this happened; he watched the video a couple of times. He said this is a tax and you cannot do this without a vote. He wants to know when this onerous tax will be off of the businesses. He said he talked to businesses and two yards is nothing, they have a lot more than that. One business owner has an eight-yard dumpster that's dumped three to four times a week; another has two ten-yards each of which is dumped at least twice a week. Asked what's it going to take to take this tax off of the rolls and not bill our commercial businesses in Berkley.

Gayle Sokolsky, Berkley, she was disappointed that the millage didn't go through for the chipper service. She would like to vote again for the millage with verbiage that is clearer so we can get the chipper service back.

Greg Duross, Berkley, he said the more he learns about Berkley finances the more he dislikes what he sees. He discussed the deficit, reductions in the general fund and projected amounts. He talked about the shortages and then a possible surplus next year and then another deficit. Nice vs. Necessary. He said Berkley needs to stop spending money on things that are not necessary. He discussed what was discussed two budget sessions ago. He said EV charges and new playground equipment was discussed. He said later that year we approved funding for \$500k plus. Was this over budget? He said he is not opposed to EV

chargers, but he doesn't think they are necessary. He said he is not against playground equipment, but it is not a necessary expense. He said he's not clear how our priorities are being set. Asked if each councilmember is up to making course corrections to solve the historical financial problems we have and if not why are they on Council and why are they running if up for re-election.

City Clerk Mitchell read the following Emails into the record:

Paul Jordan, Berkley, on July 9th stated he observed about 20 bags of yard waste that was not picked up due to lack of tags. He stated this is visual confirmation the yard waste policy changes were poorly communicated and implemented and took effect too quickly. He proposes the city temporarily resumes pick-up and gives a 30-day notice.

Paul Jordan, Berkley, on July 15th suggested perhaps an announcement of the bag-tag requirement could be posted on the Marquee and Community Center signs. He noted some bags on Catalpa had orange stickers without an explanation of why they weren't collected. He stated perhaps code enforcement could include an explanation.

State Rep. Natalie Price, State Rep. Regina Weiss, and Sen. Mallory McMorrow expressed their support of Berkley City Council's efforts to pass a humane pet store ordinance which would prohibit the sale of commercially bred dogs in pet stores. They stated humane pet store laws provide essential protections to our communities while encouraging pet acquisition from ethical sources like shelters, rescues, and responsible breeders.

CONSENT AGENDA:

Mayor Pro Tem Gavin moved to approve the following Consent Agenda
Seconded by Councilmember Dooley:

APPROVAL OF THE MINUTES: Matter of approving the minutes of the 39th Regular City Council meeting on Monday, June 19, 2023.

WARRANT: Matter of approving Warrant No. 1388.

MOTION NO. M-48-23: Matter of authorizing the Mayor to execute an agreement with Oakland County to provide Animal Care services for the City of Berkley, effective October 1, 2023 through September 30, 2025.

MOTION NO. M-49-23: Matter of approving Berkley's official vote for a slate of candidates to serve as Trustees on the Board of Trustees for the MML Workers' Compensation Fund and directing the City Clerk to send in the marked ballot.

Ayes: Gavin, Hennen, Baker, Dooley and Dean

Nays: None

Absent: Patterson, Vilani

Motion Approved.

REGULAR AGENDA:

RECOGNITIONS/PRESENTATIONS: Matter of any recognitions or presentations from the Consent Agenda.

MOTION NO. M-50-23: Matter of approving the purchase of two 2024 Ford Police Interceptor Utility AWD marked police vehicles for \$100,070 (\$50,035 each) for the Department of Public Safety from Lunghamer Ford, 1960 East Main Street, Owosso, MI 48867 from the Vehicles Account 101-345-985-000.

Councilmember Hennen moved to approve Motion No. M-50-23

Seconded by Mayor Pro Tem Gavin

Ayes: Hennen, Baker, Dooley, Gavin and Dean

Nays: None

Absent: Patterson, Vilani

Motion Approved.

MOTION NO. M-51-23: Matter of approving the Mayor and City Manager to enter into an Intergovernmental Agreement for a Public Safety-School Resource Officer Program between the City of Berkley and the Berkley School District.

Mayor Pro Tem Gavin moved to approve Motion No. M-51-23

Seconded by Councilmember Dooley

Ayes: Baker, Dooley, Gavin, Hennen and Dean

Nays: None

Absent: Patterson, Vilani

Motion Approved.

RESOLUTION NO. R-17-23: Matter of considering a Resolution of the City Council of the City of Berkley, Michigan supporting a statewide prohibition on the sale of dogs and cats in pet stores.

Councilmember Baker moved to approve Resolution No. R-17-23

Seconded by Councilmember Hennen

Ayes: Dooley, Gavin, Hennen, Baker and Dean

Nays: None

Absent: Patterson, Vilani,

Motion Approved.

ORDINANCE NO. O-09-23: Matter of approving the First Reading of an Ordinance of the City Council of the City of Berkley, Michigan to Add Article V, Retail Pet Store Sales, in Chapter 2, Animals, of the Berkley City Code to Prohibit Retail Pet Stores in the City from Selling Dogs, Cats, or Rabbits.

Councilmember Hennen moved to approve Ordinance No. O-09-23

Seconded by Councilmember Dooley

Ayes: Gavin, Hennen, Baker, Dooley and Dean

Nays: None

Absent: Patterson, Vilani

Motion Approved.

MOTION NO. M-52-23: Matter of postponing the approval of the continuing partnership with DG Energy Company LLC, 42690 Woodward Ave., Suite 360, Bloomfield Hills, MI 48304 to retrieve more information including discussed costs involved with the project. The approval would authorize providing and installing one (1) EV charger at Oxford Park, at a cost not to exceed \$33,335. Funds for this expenditure would come from account 101-265-971-150.

Councilmember Hennen moved to approve Motion No. M-52-23

Seconded by Councilmember Dooley

Ayes: Hennen, Baker, Dooley, Gavin and Dean

Nays: None

Absent: Patterson, Vilani

Motion Approved.

COMMUNICATIONS

COUNCILMEMBER BAKER

- Hopes that everyone had a safe, fun July 4th weekend.
- Downtown Development Authority met on Wednesday, July 12th. Congratulated and thanked the volunteers, organizers, participants, vendors and patrons of the Berkley Pride Block Party.
- Said hooray to the three organizations, the Downtown Development Authority, the City of Berkley and the Berkley School District for their terrific partnership in the Art Space Plaza grand opening, which was on Coolidge just south of Catalpa.
- Berkley Outdoor Social Scene (BOSS) has been approved by the state, work is continuing to gain each participating business's state approval. Appropriate signage will be placed so that folks understand where the social district begins and ends and what the rules of the road are.
- Bombshell Treat Bar is a new business coming in at Coolidge and Dorothea, former site of Sugar Kisses and Peg & Dot's. They have received a façade grant, which entitles them to receive funding for a portion of their façade improvements.
- Downtown Farmers Market is every Thursday from 9 am – 3pm, from June 1st to October 26th. Visit downtownberkley.com for more information.
- Berkley Historical Committee met on Tuesday, July 11th. Custom home plaques that designate the year in which your home was built are now available in honor of the 100th anniversary of the Village of Berkley. Fill out an order form and return with payment in order to receive yours. Berkley is one of the densest kit-home communities in the region and coming up this fall will be a tour of many of those homes. Homeowners have agreed to open up their homes and show visitors around; many of the blueprints and photos of these kit homes are available in the museum. The tour will be on September 30th from 11 am – 5 pm. More information will be coming as we get closer to that date. A historical marker outside the museum will be dedicated on October 14th to commemorate Berkley's 100th anniversary. October 8, 1923 was the first day that the Village of Berkley officially conducted business. The Berkley Historical Museum is open on Wednesdays from 10am – 1pm and Sundays 2-4pm. For more information visit berkleyhistory.com.
- It was Anne Hood who once said, "I have learned that there is more power in a good strong hug than in a thousand meaningful words". Today is global Hug Your Kids Day, which celebrates the bond between parents and children. Do what you can to hug your kids or someone else that you love.

COUNCILMEMBER HENNER

- Recently spoke with a couple using the EV chargers at the library, shared their reasons for charging in Berkley.
- The Tree Board next meets in September but they haven't been idle. The chair Kathy Carlis along with some other members have been working with the Berkley area slow roll group to prepare three tours to see some of our diverse tree species in the city. The slow roll group meets on Mondays and they take leisurely bike rides around the city; it's for riders of all ages and all abilities. The three specific tree tours that they're looking at are on Monday, July 24th, Monday, July 31st and Monday August 7th all starting at 6 pm at the library. It's expected to last about an hour and each one of the tours will take a different route to look at different tree species that we have throughout the city.
- The Zoning Board Of Appeals met and considered a mural to be installed at the Butter marihuana dispensary on 11 Mile between Berkley and Henley and that was approved. The next meeting will be on August 15th where a dimensional variance for a lot split will be considered.
- The next Talk With Dennis event will be tomorrow, Tuesday the 18th from 6-8 pm at the library. Come by at any time, ask any questions or share any concerns that you have.
- Asked for a status update from the City Manager on the yard waste program flyers that were mailed to every house.

COUNCILMEMBER DOOLEY

- Library Board meets Wednesday, July 19th at 7pm, open to everyone.
- Planning Commission did not meet last month, their next meeting is the 25th at 7pm here in Council chambers.
- Thanked everyone and wished them a great week.

MAYOR PRO TEM GAVIN

- Environmental Advisory Committee's next meeting will be August 15th at 6:30pm in the Public Safety building. There will be no July meeting, the next meeting will be on August 15th.
- The next meeting of the Parks & Recreation Advisory Board is August 10th at 7pm.

CITY MANAGER MATT BAUMGARTEN

- Read a prepared statement regarding the City's procurement policy.

CITY ATTORNEY DAN CHRIST

- No updates.
- Said that it's nice to be back; it's good to see and be seen again.

MAYOR DEAN

- Thanked the Chamber for putting on another successful Chalk Art Fest despite the uncooperative weather. Fingers crossed that there's no rain next year.
- The Art Space dedication was also on Saturday; said that it was nice to see the long-awaited project came to fruition. It fulfills a DDA master plan recommendation that calls for more gathering spaces in our downtown; the location of this not only benefits Berkley High School but all the businesses on Coolidge. People are able to gather, visit, grab something to eat and hang out there. What's really special about the plaza is that it's filled with artwork from current and past Berkley High School students including the bronze statue is by artist Austin Brantley who is a Berkley High School graduate.
- Jaycee Park is open and ready for play; expressed her gratitude to Director McArleton and her staff for their successful crowdfunding efforts to replace park equipment that was so outdated it would not have passed today's safety standards. The park now has new safe equipment that allows children of all ages and abilities to play.

ADJOURNMENT:

Councilmember Hennen moved to adjourn the Regular Meeting at 8:39 p.m.

Seconded by Councilmember Dooley

Ayes: Dooley, Gavin, Hennen, Baker and Dean

Nays: None

Absent: Patterson, Vilani

Motion: Approved.

Bridget Dean, Mayor

ATTEST:

Victoria Mitchell, City Clerk

**THE CLOSED MEETING OF THE THIRTY-NINTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
WAS CALLED TO ORDER AT 7:57 PM ON MONDAY, JUNE 19, 2023 BY MAYOR DEAN**

PRESENT: Councilmember Steve Baker
Councilmember Mike Dooley
Mayor Pro Tem Ross Gavin
Mayor Bridget Dean

Councilmember Gregory Patterson
Councilmember Jessica Vilani
Councilmember Steve Baker

OTHER STAFF PRESENT:
Deputy City Clerk Rachel Patterson
City Manager Matt Baumgarten
City Attorney Daniel Christ

CLOSED SESSION: Matter of considering convening in closed session at the conclusion of the regular meeting to discuss a confidential attorney/client privileged communication.

ADJOURNMENT:

Councilmember Patterson moved to adjourn the Closed Session at 9:08 p.m.
Seconded by Councilmember Hennen.
Ayes: Dooley, Gavin, Hennen, Patterson, Vilani, Baker and Dean
Nays: None
Motion Approved.

Bridget Dean, Mayor

ATTEST:

Rachel Patterson, Deputy City Clerk

**THE SPECIAL MEETING OF THE THIRTY-NINTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
WAS CALLED TO ORDER AT 6 PM ON THURSDAY, JULY 27, 2023 BY MAYOR DEAN**

PRESENT: Councilmember Mike Dooley
Mayor Bridget Dean
Mayor Pro Tem Ross Gavin
Councilmember Dennis Hennen
Councilmember Gregory Patterson

ABSENT: Councilmember Steve Baker
Councilmember Jessica Vilani

OTHER STAFF PRESENT:
City Manager Matt Baumgarten
Labor Attorney Brandon Fournier

APPROVAL OF AGENDA

Councilmember Patterson moved to approve the Agenda
Seconded by Councilmember Hennen
Ayes: Dooley, Gavin, Hennen, Patterson, and Dean
Absent: Baker, Vilani
Nays: None
Motion Approved.

PUBLIC COMMENT:

None

CLOSED SESSION: Matter of considering whether to meet in closed session to consider the City Manager's periodic performance evaluation.
Mayor Pro Tem Gavin moved to enter into closed session
Seconded by Councilmember Patterson
Ayes: Gavin, Hennen, Patterson, Dooley, and Dean
Absent: Baker, Vilani
Nays: None
Motion Approved.

**THE CLOSED SESSION OF THE THIRTY-NINTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
WAS CALLED TO ORDER AT 6:05 PM ON THURSDAY, JULY 27, 2023 BY MAYOR DEAN**

PRESENT: Councilmember Mike Dooley
Mayor Bridget Dean
Mayor Pro Tem Ross Gavin
Councilmember Dennis Hennen
Councilmember Gregory Patterson

ABSENT: Councilmember Steve Baker
Councilmember Jessica Vilani

OTHER STAFF PRESENT:

City Manager Matt Baumgarten
Labor Attorney Brandon Fournier

ADJOURNMENT:

Councilmember Patterson moved to adjourn the Closed Session at 6:51 p.m.
Seconded by Councilmember Hennen.
Ayes: Dooley, Gavin, Hennen, Patterson, and Dean
Absent: Baker, Vilani
Nays: None
Motion Approved.

Bridget Dean, Mayor

ATTEST:

Victoria Mitchell, City Clerk



CITY OF BERKLEY
CHECK WARRANT
#1389
JULY 2023

Date	Check #	Vendor	Invoice Description	Amount
07/06/2023	72630	MISDU	PAYROLL DEDUCTIONS	1,240.69
07/06/2023	72631	MISSION SQUARE RETIREMENT-107930	ICMA 457 W/H 401 ICMA DEFERRED	236.54 425.77 <hr/> 662.31
07/06/2023	72632	MISSION SQUARE RETIREMENT-303792	ICMA 457 W/H	3,441.59
07/06/2023	72633	MISSION SQUARE RETIREMENT-706259	ICMA ROTH IRA	110.00
07/06/2023	72634	NATIONWIDE RETIREMENT SOLUTIONS	NATIONWIDE 457 W/H	8,680.29
07/06/2023	72635	UNITED STATES POSTAL SERVICE	POSTAGE-PRINTING-MAILING PROGRAM SUPPLIES	1,500.00 1,688.57 <hr/> 3,188.57
07/17/2023	72636	AMAZON CAPITAL SERVICES	EQUIPMENT SUPPLIES MAINTENANCE SUPPLIES	46.50 35.13 <hr/> 81.63
07/17/2023	72637	AMERICAN LIBRARY ASSOCIATION	MEMBERSHIPS	236.00
07/17/2023	72638	AMY BESSLER	PART TIME EMPLOYEES	288.00
07/17/2023	72639	AT&T	CONTRACTUAL SERVICES	164.41
07/17/2023	72640	AT&T	CONTRACTUAL SERVICES	23.94
07/17/2023	72641	AXON ENTERPRISE, INC.	EQUIPMENT	342.92
07/17/2023	72642	BASIC	CONSULTANT	55.00
07/17/2023	72643	BIG D LOCK CITY	EQUIPMENT SUPPLIES	7.05
07/17/2023	72644	BILLINGS LAWN EQUIPMENT	VEHICLE SUPPLIES VEHICLE SUPPLIES	401.09 140.13 <hr/> 541.22
07/17/2023	72645	BRILLANT SYSTEMS, LLC	BUILDING IMPROVEMENTS-DISPATCH	1,687.62
07/17/2023	72646	CINTAS	BUILDING MAINTENANCE	203.33
07/17/2023	72647	CINTAS	CONTRACTUAL SERVICES	142.99
07/17/2023	72648	DAYSMART SOFTWARE	COMPUTER SOFTWARE	7,000.00

07/17/2023	72649	DEALER AUTO PARTS SALES	VEHICLE MAINTENANCE - DPW	160.56
07/17/2023	72650	ERC-LED, LLC	LAND IMPROVEMENTS	4,002.33
07/17/2023	72651	EVA MITCHELL	PART TIME EMPLOYEES	262.50
07/17/2023	72652	GENEVIEVE POLAKOFF	YOUTH CAMP	795.00
07/17/2023	72653	HENRY FORD HEALTH SYSTEM	CONSULTANT	725.00
07/17/2023	72654	JOHN BEACH	MEDICAL EXPENSES	65.00
			PROFESSIONAL DEVELOPMENT	83.39
			MEDICAL EXPENSES	65.00
				<u>213.39</u>
07/17/2023	72655	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	9.10
07/17/2023	72656	LAMAURICE H. GARDNER, PSY. D	PUBLIC SAFETY MEDICAL EXPENSES	200.00
07/17/2023	72657	MICHIGAN DEPARTMENT OF TREASURY	ESCHEATS	4,930.00
			ESCHEATS	87.93
				<u>5,017.93</u>
07/17/2023	72658	MICHIGAN LIBRARY ASSOC.	MEMBERSHIPS	620.00
07/17/2023	72659	MICHIGAN STATE POLICE	CONTRACTUAL SERVICES	30.00
07/17/2023	72660	MORBARK, LLC	VEHICLE SUPPLIES	504.73
07/17/2023	72661	NELSON BROTHERS SEWER & PLUMBING	BUILDING MAINTENANCE	145.00
07/17/2023	72662	OMAR VIRGEN-OSORNIO	YOUTH CAMP	275.00
07/17/2023	72663	OPENSOT THEATRE	PROGRAM SUPPLIES-CONTRIBUTIONS - LIBRARY	140.00
07/17/2023	72664	POMP'S TIRE SERVICE, INC.	VEHICLE SUPPLIES	1,343.08
07/17/2023	72665	QUANTUM SERVICES GROUP, LLC	CONTRACTUAL SERVICES	1,442.00
07/17/2023	72666	RACHEL PATTERSON	PROFESSIONAL DEVELOPMENT	40.00
07/17/2023	72667	RAL LAWN & SHRUB CARE	BUILDING MAINTENANCE	75.00
			CONTRACTUAL SERVICES	265.00
				<u>340.00</u>
07/17/2023	72668	RKA PETROLEUM COS, INC	INVENTORY - FUEL & OIL	20,530.58
07/17/2023	72669	ROYAL OAK FORD	VEHICLE MAINTENANCE - DPW	213.28
07/17/2023	72670	SONIC FREEWAY LLC	CONTRACTUAL SERVICES	** VOIDED **

07/17/2023	72671	SPONSORSHIP SOLUTIONS LLC	CONTRACTUAL SERVICES	750.00
07/17/2023	72672	STAPLES	OFFICE SUPPLIES	50.13
07/17/2023	72673	THERESA CABALUM	PROGRAM SUPPLIES	125.39
07/17/2023	72674	TRINITY TRANSPORTATION	CONTRACTUAL SERVICES	1,305.00
07/17/2023	72675	UNITED FACILITY SUPPLIES	MAINTENANCE SUPPLIES	186.27
			BUILDING MAINTENANCE	425.50
			MAINTENANCE SUPPLIES	246.64
				858.41
07/17/2023	72676	WINDSTREAM	TELEPHONE	485.89
			TELEPHONE	69.42
			TELEPHONE	34.71
			TELEPHONE	34.71
			TELEPHONE	69.42
				694.15
07/17/2023	72677	WOW! BUSINESS	CONTRACTUAL SERVICES	806.98
07/19/2023	72678	AIS CONSTRUCTION EQUIPMENT	VEHICLE SUPPLIES	1,563.29
07/19/2023	72679	ALLIANCE MOBILE HEALTH	BLOOD DRAWS	592.00
07/19/2023	72680	AMAZON CAPITAL SERVICES	EQUIPMENT SUPPLIES	314.04
			OFFICE EQUIPMENT	499.99
			LAND IMPROVEMENTS	19.99
			VEHICLE SUPPLIES	49.98
			PROGRAM SUPPLIES	32.04
			EQUIPMENT	450.69
				1,366.73
07/19/2023	72681	APPLIED INNOVATION	OFFICE EQUIPMENT RENTAL	0.06
			OFFICE EQUIPMENT RENTAL	0.06
				0.12
07/19/2023	72682	BERKLEY AREA CHAMBER OF COMMERCE	DDA - EVENTS	2,500.00
07/19/2023	72683	BETTY A. SMITH	SENIOR PROGRAMS	30.00
07/19/2023	72684	BIG D LOCK CITY	BUILDING MAINTENANCE	14.00
07/19/2023	72685	BRENDA CASTANEDA	CONTRACTUAL SERVICES	184.80
07/19/2023	72686	CARDCONNECT	CONTRACTUAL SERVICES	25.00
07/19/2023	72687	CARLISLE / WORTMAN	CONTRACTUAL SERVICES	5,202.50
07/19/2023	72688	CARLY MACHASIC	YOUTH CAMP	55.00
07/19/2023	72689	CATHERINE WADE	DDA - EVENTS	472.32

07/19/2023	72690	CENGAGE LEARNING INC. / GALE	BOOKS	30.39
07/19/2023	72691	CINTAS	CUSTODIAL SERVICES CUSTODIAL	141.28 141.27 <u>282.55</u>
07/19/2023	72692	CMNTV	CABLE PRODUCTION	4,622.83
07/19/2023	72693	CONTRACTORS CLOTHING CO.	UNIFORMS	166.45
07/19/2023	72694	CONTRACTORS CONNECTION	PROGRAM SUPPLIES PROGRAM SUPPLIES	37.80 88.20 <u>126.00</u>
07/19/2023	72695	CUMMINS SALES AND SERVICE	VEHICLE SUPPLIES	726.78
07/19/2023	72696	DANA STEVENS ARBORIST, INC.	CONTRACTUAL SERVICES	220.00
07/19/2023	72697	DURST LUMBER CO	EQUIPMENT SUPPLIES	46.16
07/19/2023	72698	DYNAMIC WEST SCHOOL ASSEMBLIES, INC	PROGRAM SUPPLIES-CONTRIBUTIONS - LIBRARY	495.00
07/19/2023	72699	FISHMAN STEWART PLLC	CITY ATTORNEY	2,345.71
07/19/2023	72700	FRANKS LANDSCAPING & SUPPLIES LLC.	FLOWER BASKET PROGRAM	35,268.34
07/19/2023	72701	FRANKS LANDSCAPING & SUPPLIES LLC.	FLOWER BASKET PROGRAM	2,584.17
07/19/2023	72702	GDI SERVICES INC.	CUSTODIAL SERVICES CUSTODIAL CUSTODIAL SERVICES CUSTODIAL SERVICES CUSTODIAL SERVICES CUSTODIAL	1,666.45 1,703.19 261.35 1,957.17 1,252.80 261.35 <u>7,102.31</u>
07/19/2023	72703	GORDON FOOD SERVICE INC.	CONTRACTUAL SERVICES	49.16
07/19/2023	72704	HAFELI, STARAN, & CHRIST, P.C.	CITY ATTORNEY	6,727.50
07/19/2023	72705	HENRY FORD HEALTH SYSTEM	PUBLIC SAFETY MEDICAL EXPENSES MEDICAL EXPENSES	111.00 332.00 <u>443.00</u>
07/19/2023	72706	HUBBELL, ROTH & CLARK	CONSULTANT	650.00
07/19/2023	72707	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES CONTRACTUAL SERVICES	12,739.17 12,152.71 <u>24,891.88</u>
07/19/2023	72708	KANOPY, INC.	DOWNLOADABLE CONTENT	175.10

07/19/2023	72709	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL OFFICE EQUIPMENT MAINTENANCE OFFICE EQUIPMENT RENTAL	45.08 38.54 45.08 128.70
07/19/2023	72710	LAMAURICE H. GARDNER, PSY. D	PUBLIC SAFETY MEDICAL EXPENSES	400.00
07/19/2023	72711	LARRY'S WELDING SUPPLY	PROGRAM SUPPLIES	62.65
07/19/2023	72712	LAURA LUCHTMAN	DDA - EVENTS	400.00
07/19/2023	72713	LISA KEMPNER	DDA - EVENTS PUBLIC ART/PLACEMAKING	838.30 239.19 1,077.49
07/19/2023	72714	LISA LITTELL	PUBLIC ART/PLACEMAKING	5,000.00
07/19/2023	72715	MIDWEST TAPE	DOWNLOADABLE CONTENT	447.22
07/19/2023	72716	MOTOROLA	EQUIPMENT	46,703.46
07/19/2023	72717	NYE UNIFORM	UNIFORMS-CLEANING & PURCHASES	840.00
07/19/2023	72718	O'REILLY AUTOMOTIVE, INC.	VEHICLE MAINTENANCE - DPW VEHICLE SUPPLIES	143.96 381.34 525.30
07/19/2023	72719	OAKLAND COUNTY TREASURER	BULK SEWAGE STORM FLOW	91,999.94 156,648.56 248,648.50
07/19/2023	72720	PACE M	PROFESSIONAL DEVELOPMENT	795.00
07/19/2023	72721	PAMELA PRIMAK	DDA - EVENTS	132.44
07/19/2023	72722	PENCHURA, L.L.C.	LAND IMPROVEMENTS	279,633.28
07/19/2023	72723	PHOENIX STONE CO.	PLAYGROUND/ATHLETIC	460.00
07/19/2023	72724	PK PERFORMANCE	CONTRACTUAL SERVICES	1,078.00
07/19/2023	72725	PLANTE & MORAN, PLLC	CONTRACTUAL SERVICES - FD	6,032.50
07/19/2023	72726	QUADRATE CONSTRUCTION, LLC	BUILDING IMPROVEMENTS BUILDING MAINTENANCE	87,934.00 33,000.00 120,934.00
07/19/2023	72727	QUANTUM SERVICES GROUP, LLC	CONTRACTUAL SERVICES	1,442.00
07/19/2023	72728	RACHEL PATTERSON	PROFESSIONAL DEVELOPMENT	43.68
07/19/2023	72729	RAD HATTER MARKETING	DDA - EVENTS ADVERTISING/MARKETING	7,440.47 4,200.00 11,640.47

11,640.47

07/19/2023	72730	RAL LAWN & SHRUB CARE	BUILDING MAINTENANCE BUILDING MAINTENANCE CONTRACTUAL SERVICES	67.80 75.00 265.00 <hr/> 407.80
07/19/2023	72731	S/E OAK. CTY WATER AUTHORITY	BULK WATER	87,663.24
07/19/2023	72732	SABO PR	CONTRACTUAL SERVICES	21,926.85
07/19/2023	72733	SHIFMAN FOURNIER	LEGAL SERVICES	58.00
07/19/2023	72734	SJR PAVEMENT REPAIR	CONTRACTUAL SERVICES	81,571.50
07/19/2023	72735	SOCRRA	RUBBISH COLLECTION TRASH DISPOSAL	31,792.72 21,815.90 <hr/> 53,608.62
07/19/2023	72736	STAPLES	OFFICE SUPPLIES OFFICE SUPPLIES	58.76 336.13 <hr/> 394.89
07/19/2023	72737	SWEETWATER SPRINKLERS	EQUIPMENT	1,420.75
07/19/2023	72738	SYSTEMP CORPORATION	BUILDING MAINTENANCE	350.00
07/19/2023	72739	SYSTEMP CORPORATION	BUILDING MAINTENANCE	350.00
07/19/2023	72740	T-MOBILE	LIBRARY COOP	229.60
07/19/2023	72741	THE ORIGINAL PRINT SHOPPE	DDA - EVENTS	120.00
07/19/2023	72742	THE PRINT STOP, INC	PROGRAM SUPPLIES DDA - EVENTS	75.00 94.00 <hr/> 169.00
07/19/2023	72743	TRANSUNION RISK AND ALTERNATIVE	MEMBERSHIPS	224.80
07/19/2023	72744	UNITED FACILITY SUPPLIES	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	172.23 244.45 <hr/> 416.68
07/19/2023	72745	VERIZON WIRELESS	TELEPHONE TELEPHONE CONTRACTUAL SERVICES	76.02 38.01 152.04 <hr/> 266.07
07/19/2023	72746	VESCO OIL CORPORATION	CONTRACTUAL SERVICES	109.75
07/20/2023	72747	GREAT LAKES WATER AUTHORITY	NONRESIDENTIAL SURCHARGE	3,182.62
07/20/2023	72748	MISDU	PAYROLL DEDUCTIONS	1,240.69

07/20/2023	72749	MISSION SQUARE RETIREMENT-107930	ICMA 457 W/H 401 ICMA DEFERRED	243.64 438.54 682.18
07/20/2023	72750	MISSION SQUARE RETIREMENT-303792	ICMA 457 W/H	2,868.79
07/20/2023	72751	MISSION SQUARE RETIREMENT-706259	ICMA ROTH IRA	110.00
07/20/2023	72752	NATIONWIDE RETIREMENT SOLUTIONS	NATIONWIDE 457 W/H	6,271.83
07/20/2023	72753	PRINTING SYSTEMS	STATIONARY	542.08
07/21/2023	72754	BIG D LOCK CITY	BUILDING MAINTENANCE VEHICLE SUPPLIES	15.00 13.14 28.14
07/21/2023	72755	DEALER AUTO PARTS SALES	VEHICLE SUPPLIES	254.56
07/21/2023	72756	FERGUSON WATERWORKS #3386	EQUIPMENT	2,609.46
07/21/2023	72757	GFL ENVIRONMENTAL SERVICES USA INC.	FUEL & OIL	89.96
07/21/2023	72758	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES CONTRACTUAL SERVICES	3,691.11 8,612.57 12,303.68
07/21/2023	72759	ROAD COMMISSION OF OAKLAND CO	EQUIPMENT MAINTENANCE EQUIPMENT MAINTENANCE	1,383.56 153.73 1,537.29
07/21/2023	72760	SOCRRA	RUBBISH COLLECTION TRASH DISPOSAL	31,792.72 15,666.44 47,459.16
07/21/2023	72761	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE SUPPLIES	697.41
07/31/2023	72762	21ST CENTURY MEDIA - MICHIGAN	ADVERTISING	896.14
07/31/2023	72763	2219 COOLIDGE LLC	BBA21-0123 - PB21-0273 BBA21-0124 - PB21-0274 BD21-0007 - PB21-0150	50.00 50.00 1,000.00 1,100.00
07/31/2023	72764	ADAM FOWLER & MARLENE BERNAT	BBA23-0015 - PB23-0025	100.00
07/31/2023	72765	ADN ADMINISTRATORS, INC.	CONSULTANT	1,006.25
07/31/2023	72766	ADORAMA	FIRE GEAR	2,565.00
07/31/2023	72767	AIRGAS USA, LLC	PROGRAM SUPPLIES	43.46
07/31/2023	72768	AIS CONSTRUCTION EQUIPMENT	VEHICLE SUPPLIES	4,490.93

07/31/2023	72769	ALEXIS SHARRON	BBP23-0029 - PUT23-0101	5,025.00
07/31/2023	72770	ALLIANCE MOBILE HEALTH	BLOOD DRAWS	764.00
07/31/2023	72771	ALLIED SIGNS INC	BSB23-0007 - PS23-0007	50.00
07/31/2023	72772	ALPHA PSYCHOLOGICAL SERVICES	PUBLIC SAFETY MEDICAL EXPENSES	775.00
07/31/2023	72773	AMANDA RAMIREZ	BBA23-0010 - PB23-0016	50.00
07/31/2023	72774	AMAZON CAPITAL SERVICES	FIRE EQUIPMENT	146.29
			VEHICLE SUPPLIES	14.99
				<u>161.28</u>
07/31/2023	72775	AMY BESSLER	PART TIME EMPLOYEES	432.00
07/31/2023	72776	ANTO GLASS BLOCK INC.	BBA22-0155 - PB22-0307	50.00
07/31/2023	72777	APPLIED INNOVATION	OFFICE EQUIPMENT RENTAL	5.31
07/31/2023	72778	ARCHADECK OF SOUTHEAST MICHIGAN	BBA22-0128 - PB22-0201	100.00
07/31/2023	72779	BELL EQUIPMENT COMPANY	VEHICLE SUPPLIES	275.06
07/31/2023	72780	BILLINGS LAWN EQUIPMENT	TOOLS	599.99
07/31/2023	72781	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	1,051.32
			HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	2,803.52
				<u>3,854.84</u>
07/31/2023	72782	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	11,340.00
			HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	7,938.00
				<u>19,278.00</u>
07/31/2023	72783	BROOKE JAKEWAY	SPECIAL TRASH	20.00
07/31/2023	72784	BRS FIELD OPS	BBA22-0248 - PB22-0492	50.00
			BBB22-0140 - PB22-0495	75.00
			BBA22-0255 - PB22-0502	50.00
				<u>175.00</u>
07/31/2023	72785	BS & A SOFTWARE	CONTRACTUAL SERVICES	12,965.00
07/31/2023	72786	CAMELOT CLEANERS	PRISONER BOARD	173.25
07/31/2023	72787	CBTS	CONTRACTUAL SERVICES	50.00
07/31/2023	72788	CINTAS CORPORATION	MEDICAL SUPPLIES	122.40
07/31/2023	72789	CITY OF BERKLEY-DPW PETTY CASH	PROFESSIONAL DEVELOPMENT	107.10
			PROGRAM SUPPLIES	68.87
			PROGRAM SUPPLIES	68.87

			PROGRAM SUPPLIES	75.94
				320.78
07/31/2023	72790	CITY OF BERKLEY-LIB PETTY CASH	PROGRAM SUPPLIES	7.40
			LIBRARY COOP	5.60
				13.00
07/31/2023	72791	CMV LANDSCAPE & EQUIPMENT COMPANY	CONTRACTUAL SERVICES	14,674.00
			CONTRACTUAL SERVICES	6,696.75
			CONCRETE REPAIR	9,777.00
				31,147.75
07/31/2023	72792	CONCRETE CONTRACTING INC.	BS23-0001 - PZC23-0017	200.00
			BS23-0002 - PZC23-0018	200.00
				400.00
07/31/2023	72793	CONTRACTORS CONNECTION	PROGRAM SUPPLIES	1,888.25
			PROGRAM SUPPLIES	809.25
				2,697.50
07/31/2023	72794	CUMMINS SALES AND SERVICE	VEHICLE SUPPLIES	157.94
07/31/2023	72795	DARRELL TODOROFF	BBA23-0074 - PB23-0126	50.00
07/31/2023	72796	DENNIS M MCGLONE	BBA23-0070 - PB23-0117	50.00
07/31/2023	72797	DEWOLF AND ASSOCIATES	PROFESSIONAL DEVELOPMENT	845.00
07/31/2023	72798	DINVERNO REMODELING & CONSTRUCTION	BD23-0007 - PB23-0136	1,000.00
07/31/2023	72799	DUNN'S WELDING INCORPORATED	FIRE TRUCK MAINTENANCE	100.00
07/31/2023	72800	DURST LUMBER CO	BUILDING MAINTENANCE	65.98
07/31/2023	72801	EVA MITCHELL	PART TIME EMPLOYEES	172.50
07/31/2023	72802	FATHER & SON CONSTRUCTION	BBA22-0247 - PB22-0489	50.00
07/31/2023	72803	FERGUSON ENTERPRISES LLC #3326	EQUIPMENT	193.74
07/31/2023	72804	FERGUSON WATERWORKS #3386	EQUIPMENT	3,389.98
07/31/2023	72805	FIRE DEFENSE EQUIPMENT COMPANY	FIRE TRUCK MAINTENANCE	88.00
07/31/2023	72806	FIRST ADVANTAGE OCCUPATIONAL HEALTH	MEDICAL EXPENSES	122.02
			MEDICAL EXPENSES	122.02
				244.04
07/31/2023	72807	FISHBECK	STREETSCAPE IMPROVEMENTS	3,200.00
07/31/2023	72808	FOUNDATION SYSTEMS OF MICHIGAN	BBB21-0011 - PB21-0050	75.00
			BBA21-0050 - PB21-0050	25.00
			BBA21-0019 - PB21-0041	100.00
			BBA23-0049 - PB23-0089	50.00
				250.00

				250.00
07/31/2023	72809	FRONT LINE SERVICES, INC.	FIRE GEAR FIRE EQUIPMENT	2,012.55 4,771.15 <hr/> 6,783.70
07/31/2023	72810	GREAT LAKES PEST CONTROL CO	BUILDING MAINTENANCE PEST CONTROL	60.00 40.00 <hr/> 100.00
07/31/2023	72811	GREENLEAF HOME SERVICES, LLC.	BBE22-0025 - PB22-0359	800.00
07/31/2023	72812	HUNT SIGN CO LTD	RADIO EQUIPMENT	30.00
07/31/2023	72813	INLINER SOLUTIONS, LLC	IMPROVEMENTS-SEWER	230,593.50
07/31/2023	72814	INSURANCE REPAIR PROS LLC	BBB23-0027 - PB23-0149	75.00
07/31/2023	72815	ITALY AMERICAN CONSTRUCTION	BBA21-0112 - PB21-0255	100.00
07/31/2023	72816	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES CONTRACTUAL SERVICES	2,034.68 4,747.57 <hr/> 6,782.25
07/31/2023	72817	JACK DOHENY COMPANIES, INC.	EQUIPMENT RENTAL	9,500.00
07/31/2023	72818	JEFF TONG	BOARD OF CANVASSERS	60.00
07/31/2023	72819	JIMMY VALASQUEZ	BBA23-0069 - PB23-0114 BBB23-0021 - PB23-0116 BBA23-0068 - PB23-0115	50.00 75.00 100.00 <hr/> 225.00
07/31/2023	72820	KAREN ENDRES	RETIREMENT-DB MERS	475.20
07/31/2023	72821	KIESLER'S POLICE SUPPLY, INC.	EQUIPMENT	6,976.08
07/31/2023	72822	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	579.58
07/31/2023	72823	KOPASETIC DECKS & MORE LLC	BBB21-0057 - PB21-0194	75.00
07/31/2023	72824	MICHAEL D DEMETSENARE	BBA23-0047 - PB23-0087	50.00
07/31/2023	72825	MICHIGAN SOLAR SOLUTIONS LLC	BBA23-0019 - PB23-0033	100.00
07/31/2023	72826	MIDWAY SIGNS INC	BSB23-0009 - PS23-0009	50.00
07/31/2023	72827	MR HOME SOLUTIONS LLC	BBA23-0076 - PB23-0128	100.00
07/31/2023	72828	MR ROOF HOLDING COMPANY	BBB23-0019 - PB23-0097	75.00
07/31/2023	72829	NATIONAL HOSE TESTING SPECIALITIES	FIRE TRUCK MAINTENANCE	1,565.00

07/31/2023	72830	NYE UNIFORM	UNIFORMS	163.90
07/31/2023	72831	OAKES ROOFING SIDING & WINDOWS INC.	BBA23-0077 - PB23-0131	100.00
07/31/2023	72832	OAKLAND COMMUNITY COLLEGE/CREST	PROFESSIONAL DEVELOPMENT	250.00
07/31/2023	72833	OAKLAND COUNTY TREASURER	LIABILITY INSURANCE	6,596.50
07/31/2023	72834	OAKLAND COUNTY TREASURER	DATA PROCESSING	1,137.75
07/31/2023	72835	P. A. MORRIS COMPANY	SECRETARIAL SERVICES	150.00
07/31/2023	72836	PCI INDUSTRIES INC.	BBE23-0007 - PB23-0043	755.00
07/31/2023	72837	PMS DIVERSIFIED CONSTRUCTION SERV.	BBB23-0014 - PB23-0078	75.00
07/31/2023	72838	PRINTING SYSTEMS	STATIONARY	1,860.64
				4,221.00
				<u>6,081.64</u>
07/31/2023	72839	PRO HOME IMPROVEMENT INC.	BBA22-0086 - PB22-0153	100.00
07/31/2023	72840	RENEWAL BY ANDERSEN	BBA20-0239 - PB20-0468	100.00
07/31/2023	72841	RKA PETROLEUM COS, INC	INVENTORY - FUEL & OIL	1,307.64
07/31/2023	72842	ROMA CEMENT CO.	BS22-0021 - PB22-0367	200.00
07/31/2023	72843	SHIRLEY NICOL	TAXES PAYABLE	1,446.79
07/31/2023	72844	SIGNS & ENGRAVING INC.	BSB23-0010 - PS23-0010	50.00
07/31/2023	72845	SMOLYANOV HOME IMPROVEMENT	BBA23-0079 - PB23-0137	100.00
07/31/2023	72846	SOS NOW BUILDING AND CONTRACTING	BBA22-0099 - PB22-0175	50.00
07/31/2023	72847	SPROUT SOCIAL, INC.	CONTRACTUAL SERVICES	954.84
07/31/2023	72848	STAPLES	OFFICE SUPPLIES	100.84
			OFFICE SUPPLIES	149.06
			SUPPLIES	147.33
			OFFICE SUPPLIES	24.19
			STATIONARY	2,495.40
			OFFICE SUPPLIES	92.05
				<u>3,008.87</u>
07/31/2023	72849	SUZANNE THIEDE	BOARD OF CANVASSERS	50.00
07/31/2023	72850	SYSTEMP CORPORATION	BUILDING MAINTENANCE	882.50

07/31/2023	72851	TARGETSOLUTIONS LEARNING LLC	DATA PROCESSING	783.35
07/31/2023	72852	TKO HOME MAINTENANCE	BBA23-0084 - PB23-0145	50.00
07/31/2023	72853	TOM BYARS	BOARD OF CANVASSERS	50.00
07/31/2023	72854	TOMMY PUSTULKA, AIA	BSPEB23-0008	82.50
			BSPEB23-0007	1,100.00
			SITE PLAN REVIEW FEE REVENUE	600.00
			PLANNING/ENG REVIEWS	800.00
				2,582.50
07/31/2023	72855	VERIZON WIRELESS	TELEPHONE	190.16
			TELEPHONE	45.34
			TELEPHONE	80.68
			SOFTWARE MAINT AND SUBSCRIPTIONS	123.75
			TELEPHONE	130.69
			OFFICE EQUIPMENT	105.39
			TELEPHONE	80.68
			TELEPHONE	307.97
			TELEPHONE	40.34
			TELEPHONE	174.88
			TELEPHONE	45.34
			TELEPHONE	45.34
			CONTRACTUAL SERVICES	45.41
			TELEPHONE	263.87
			CONTRACTUAL SERVICES	204.05
			TELEPHONE	40.95
			TELEPHONE	40.34
			TELEPHONE	271.17
				2,236.35
07/31/2023	72856	XEROX CORPORATION	OFFICE EQUIPMENT MAINTENANCE	182.01
		TOTAL - ALL FUNDS	TOTAL OF 227 CHECKS (1 voided)	1,618,350.35

**CITY OF BERKLEY
ACH TRANSACTIONS**

DATE	VENDOR	AMOUNT
7/3/2023	DTE	582.67
7/5/2023	INTERNAL REVENUE SERVICE	15,826.41
7/6/2023	UNION DUES	210.00
7/6/2023	UNION DUES	400.00
7/6/2023	UNION DUES	760.00
7/6/2023	UNION DUES	60.00
7/6/2023	HARTFORD	357.75
7/6/2023	HARTFORD	5,293.45
7/6/2023	DTE	378.09
7/6/2023	DTE	5,241.83
7/6/2023	DTE	1,352.91
7/6/2023	DTE	14.89
7/6/2023	DTE	59.52
7/6/2023	DTE	631.78
7/6/2023	DTE	867.55
7/6/2023	DTE	575.02
7/6/2023	DTE	25.22
7/6/2023	DTE	607.25
7/6/2023	DTE	65.66
7/6/2023	DTE	116.97
7/7/2023	A D N DENTAL	25,000.00
7/7/2023	CONSUMERS	200.74
7/7/2023	CONSUMERS	132.13
7/7/2023	CONSUMERS	38.05
7/7/2023	CONSUMERS	140.81
7/7/2023	CONSUMERS	47.85

7/7/2023	CONSUMERS	81.91
7/10/2023	INTERNAL REVENUE SERVICE	87,871.93
7/10/2023	INTERNAL REVENUE SERVICE	29.78
7/10/2023	CREDIT CARD STATEMENT	13,447.21
7/11/2023	DTE	18,400.55
7/13/2023	ALERUS	6,058.02
7/13/2023	ALERUS	5,962.26
7/13/2023	ALERUS	1,488.76
7/13/2023	ALERUS	6,234.88
7/13/2023	MERS	103,316.11
7/18/2023	PITNEY BOWES	4,000.00
7/18/2023	DTE	52.05
7/18/2023	DTE	755.71
7/20/2023	UNION DUES	400.00
7/20/2023	UNION DUES	760.00
7/20/2023	ALERUS	3,953.48
7/20/2023	ALERUS	1,181.18
7/20/2023	ALERUS	4,440.95
7/20/2023	MICHIGAN STATE TAX	20,397.89
7/20/2023	MICHIGAN STATE TAX	3,949.50
7/24/2023	INTERNAL REVENUE SERVICE	52,385.29
7/25/2023	INTERNAL REVENUE SERVICE	463.42
7/26/2023	INTERNAL REVENUE SERVICE	82.20
		<hr/>
		394,699.63

We hereby certify that the foregoing is a true and correct list of bills and that they have been approved by the City Council and this is the authority to issue checks in the amounts stated and charge them in the various accounts.

Bridget Dean, Mayor

Victoria Mitchell, City Clerk

A RESOLUTION

**of the Council of the City of Berkley, Michigan
establishing a Resolution to Tie Teal Ribbons**

- WHEREAS,** Tie Michigan Teal is a state-wide campaign designed to promote awareness of ovarian cancer and its symptoms; and
- WHEREAS,** Teal is the color representing ovarian cancer; and
- WHEREAS,** ovarian cancer is the deadliest of the gynecologic cancers and one of the five leading cancer related deaths among women in the United States; and
- WHEREAS,** each year approximately 22,000 women are diagnosed with the disease and 15,000 women will die; and
- WHEREAS,** women diagnosed with ovarian cancer have an average five-year survival rate of 45 percent; and
- WHEREAS,** unlike other cancers, there is no early detection test for ovarian cancer and because symptoms which are often subtle and mimic other diseases awareness of symptoms is the key to early diagnosis; and
- WHEREAS,** Tie Michigan Teal consists of volunteers tying ribbons on lampposts, trees and sign-posts and providing local businesses and offices with symptom information cards; and
- WHEREAS,** Tie Michigan Teal takes place the entire month of September and the City of Berkley supports their efforts to educate our residents and all members of the public about ovarian cancer and its symptoms; and

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

- SECTION 1:** I, Berkley Mayor and the members of the Berkley City Council hereby proclaim September 2023 as Ovarian Cancer Awareness Month and will join Tie Michigan Teal with communities across the state and will have teal ribbons tied on lampposts, trees and sign posts and informational cards distributed to local businesses and offices to raise awareness of ovarian cancer and its symptoms.

Introduced and Passed at a Regular City Council Meeting on Monday, August 14, 2023.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk



Dear Administrator:

Tie Michigan Teal is a statewide campaign of the Michigan Ovarian Cancer Alliance designed to promote awareness of ovarian cancer and its symptoms. Teal is the color representing ovarian cancer. Ovarian cancer is the deadliest of the gynecologic cancers and one of the five leading cancer related deaths among women in the United States.

In 2023 approximately 19,700 women will receive a diagnosis with the disease and 13,270 women will die. Unlike other cancers, there is no early detection test for ovarian cancer.

The *Tie Michigan Teal* campaign consists of volunteers tying teal ribbons on lamp posts, benches and businesses in the downtown areas and distributing awareness information to local businesses to display. The event will be held during the month of September, which has been declared National Ovarian Cancer Awareness Month. There is no cost to the city and the ribbons will be taken down at the end of the month.

I am asking you to grant permission for our volunteers to tie ribbons throughout your town/city/ village this September, 2023. Please sign on the bottom of this letter and return the signed letter to the volunteer whose name and contact information is below. Thank you for your support of our efforts to raise awareness and educate on ovarian cancer. If you have any questions or concerns, please contact us at: info@mioca.org or (734) 800-6144

Sincerely,


Megan Neubauer
Executive Director

TOWN-CITY-VILLAGE

Mayor/Town Official Name

Signature /Date

Please return the signed letter to the volunteer listed below. She/he is responsible for the Tie the Michigan Teal Campaign in your city/town.

VOLUNTEER NAME

CONTACT INFORMATION

A PROCLAMATION
of the Council of the City of Berkley, Michigan
Proclaiming September 2023 as National Suicide Prevention Month

P-23-23

- WHEREAS,** September is known as National Suicide Prevention Month and is intended to help raise awareness surrounding suicide prevention resources available in the community; and
- WHEREAS,** World Suicide Prevention Day is observed each year on September 10; and
- WHEREAS,** Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and
- WHEREAS,** According to the American Foundation for Suicide Prevention (A.F.S.P.), Suicide is the 10th leading cause of death among adults, and the 2nd leading cause of death among individuals between the ages of 10 and 34 in the United States; and
- WHEREAS,** According to the U.S. Centers for Disease Control and Prevention (CDC), each year more than 48,000 people die by suicide; and
- WHEREAS,** Organizations like the National Alliance on Mental Illness (NAMI) and National Suicide Prevention Lifeline, 800-273-TALK (8255) work to help individuals in crisis and provide resources to shed light on this highly stigmatized topic; and
- WHEREAS,** In 2020, Congress designated the new 988 dialing code to operate through the existing National Suicide Prevention Lifeline to help expand the crisis care system to better provide direct, life-saving services to all in need.; and
- WHEREAS,** Every year thousands of individuals die by suicide, leaving behind friends and family members to navigate the tragedy of loss. Often feelings of shame and stigma prevent them from talking openly; and
- WHEREAS,** Oakland Community Health Network (OCHN) is committed to being a Zero Suicide organization and cultivating a network of providers who are engaged in the Zero Suicide philosophy.

NOW, THEREFORE, THE CITY OF BERKLEY HEREBY PROCLAIMS

- SECTION 1:** That the month of September 2023 is hereby proclaimed as *National Suicide Prevention Month* in the City of Berkley.
- SECTION 2:** The City of Berkley calls upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of suicide prevention, and the need for appropriate and accessible services to assist individuals in crisis.

Proclaimed this 14th day of August, 2023 at a Regular Meeting of the Berkley City Council.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

A PROCLAMATION
of the Council of the City of Berkley, Michigan
Proclaiming September 2023 as National Recovery Month

P-24-23

- WHEREAS,** Substance use disorders occur when the recurrent use of alcohol and/or drugs causes clinically or functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home; and
- WHEREAS,** According to the Substance Abuse and Mental Health Services Administration (SAMHSA), in 2019, 9.5 million people 18 or older had both a substance use disorder and a mental illness; and
- WHEREAS,** Stigma and stereotypes associated with substance use disorders often keep people from seeking treatment that could improve their quality of life; and
- WHEREAS,** Substance use disorder recovery is a journey of healing and transformation, enabling people to live in a community of their choice while striving to achieve their full potential; and
- WHEREAS,** Substance use disorder recovery benefits individuals living with these disorders by focusing on their abilities to live, work, learn, and fully participate and contribute to our society, and also enriches the culture of our community.
- WHEREAS,** Substance use recovery is important for individual well-being and vitality, as well as for families, friends, communities, and businesses; and
- WHEREAS,** We believe everyone facing substance use disorders is capable of living a life in recovery; and
- WHEREAS,** We will continue to educate and raise awareness of the risks and potential harm associated with prescription drug misuse; and

NOW, THEREFORE, THE CITY OF BERKLEY HEREBY PROCLAIMS

- SECTION 1:** That the month of September 2023 is hereby proclaimed as *National Recovery Month* in the City of Berkley.
- SECTION 2:** The City of Berkley calls upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of substance use, and the need for appropriate and accessible services to promote recovery.

Proclaimed this 14th day of August, 2023 at a Regular Meeting of the Berkley City Council.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

A PROCLAMATION

P-25-23

of the Council of the City of Berkley, Michigan
Proclaiming September 2023 as Childhood Cancer Awareness Month

- WHEREAS,** 43 children in the United States will be diagnosed with cancer each day at an average age of six-years-old, and of those diagnosed, one out of five children will not survive the disease; and
- WHEREAS,** Pediatric cancer is not just one disease but is made up of a dozen types and subtypes of cancer, these types of cancers are most often very different from those that affect adults; and
- WHEREAS,** Pediatric cancers can be diagnosed in children regardless of their gender, race, orientation, income level, religion, or background; and
- WHEREAS,** Pediatric cancer is the leading cause of death by disease in US children under 15 years of age, surpassing that of AIDS, asthma, cystic fibrosis, diabetes, and muscular dystrophy combined; and
- WHEREAS,** The causes of most pediatric cancers are largely unknown and not strongly linked to lifestyle, unlike adult cancers; and
- WHEREAS,** Two-thirds of pediatric cancer patients will develop long-lasting chronic conditions resulting from treatment; and
- WHEREAS,** The pediatric cancer rates have been rising for the past decades, and approximately 15,780 adolescents in the US under the age of 19 will be diagnosed with cancer in 2022; and
- WHEREAS,** In the last 25 years, only 3 drugs have been specifically developed for children's cancer; and
- WHEREAS,** Less than 5% of the federal government's total funding for cancer research is dedicated to childhood cancers, only about 4% of funds raised for the National Cancer Institute go directly to pediatric cancer research, and funding for pediatric cancer research has continued to steadily decrease since 2003; and
- WHEREAS,** Despite major advances in treatment, it is still critically important to conduct research and increase awareness regarding pediatric cancer.

NOW, THEREFORE, THE CITY OF BERKLEY HEREBY PROCLAIMS

SECTION 1: That the month of September 2023 is hereby proclaimed as *Childhood Cancer Awareness Month* in the City of Berkley.

Proclaimed this 14th day of August, 2023 at a Regular Meeting of the Berkley City Council.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

A PROCLAMATION
of the Council of the City of Berkley, Michigan
Proclaiming September 2023 as National Preparedness Month

P-26-23

WHEREAS, Each year Michigan experiences a variety of emergencies and natural disasters that pose significant dangers to our communities and affect the lives of many Michiganders. Whether facing the pandemic, damaging floods or drought, or winter weather, it is vital that we remain prepared for any disaster; and

WHEREAS, Across Michigan, we have seen communities' band together to support their fellow neighbors in the face of disaster. Our individual and collective preparedness is vital to handle any threats and reduce the loss of life and property. We all must work together to develop preparedness plans which can help minimize the impact of disaster for ourselves, our families, and our communities. Individuals and families are encouraged to develop and practice emergency plans to protect their household and property by taking time to create a communication strategy, decide on an emergency meeting location, build a three-day disaster preparedness kit, sign up for emergency alerts; and

WHEREAS, Additional preparedness considerations should be taken with regard to young children, residents who are older, individuals with access and functional needs, those with medical devices, and family pets. Preparedness plans should also include financial preparedness. Saving money is the best defense against disasters. Individuals, families, and business owners should ensure they have access to financial, insurance, and medical records; and

WHEREAS, By staying prepared, we can mitigate the lasting and damaging effects of disasters. Each September, we all participate in National Preparedness Month and renew our commitment to promoting emergency preparedness in homes, businesses, and communities across the state.

NOW, THEREFORE, THE CITY OF BERKLEY HEREBY PROCLAIMS

SECTION 1: That September 2023 is hereby proclaimed as *National Preparedness Month* in the City of Berkley.

SECTION 2: The City of Berkley calls upon the residents and business owners, to commit to reviewing and updating their Family and Business Preparedness plans.

Proclaimed this 14th day of August, 2023 at a Regular Meeting of the Berkley City Council.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

August 14, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to accept and receive a presentation from Fishbeck on the recommendations of the City of Berkley Parking Study.

Ayes:

Nays:

Motion:



CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: City Council

From: Kristen Kapelanski, Community Development Director

Subject: **Berkley Parking Strategic Plan**

Date: August 9, 2023

In October of 2022, the City Council approved the proposal by Fishbeck for a City-wide Parking Study and Strategic Plan for all uses other than single-family residential in conjunction with the Downtown Development Authority.

The study goals were to:

- Determine how Berkley's downtown parking is currently being utilized in order to determine if the existing parking supply and management is adequate.
- If the existing downtown parking supply is determined to be inadequate, determine where additional supply is needed based on current and future demands.
- Review the City's parking management approach and make recommendations for improvements.
- Provide interim steps and long-term goals to meet current and future parking needs.
- Make recommendations for standard parking requirements (maximums and/or minimums) throughout the community for all uses other than single-family residential as a prelude to our larger Zoning Ordinance update.

The Berkley Parking Strategic Plan is complete and recommendations will be presented to the City Council at the August 14, 2023 meeting for consideration of their acceptance. The provided executive summary gives a brief overview of the recommendations with further detail provided in supporting documentation.



Berkley Parking Strategic Plan

Executive Summary

August 14, 2023

Berkley has a history of strong neighborhoods and vibrant commercial corridors. Major vehicle routes such as Woodward Avenue, 12 Mile Road, 11 Mile Road, and Coolidge Highway create corridors that outline walkable neighborhoods of single-family homes and multi-family residences. The corridors are lined with a variety of commercial and institutional land uses with varying parking needs. Zoning requirements have largely managed the parking supply in Berkley, with many organizations having on-site parking while there are several municipal parking lots providing public parking. The municipal parking lots are largely located along 12 Mile Road and Coolidge Highway in the DDA Downtown District.



The businesses and institutions along the corridors create highly active areas. While distinctly different than downtown areas such as Detroit or a suburban city center like Royal Oak, Berkley is still an urban environment facing issues that come with density. Even with changing attitudes and improved infrastructure, Berkley is still overwhelmingly a driving city with over 90% of residents using a vehicle to commute. Correspondingly, the entities along the corridors require a certain amount of parking to be viable and accessible to their patrons.

Berkley is undertaking a thorough review of city-wide zoning code and policies, including parking requirements, as well as developing a parking strategy to protect existing neighborhoods and enhance the corridors. The parking study team, with the guidance of a Steering Committee, developed updated parking zoning recommendations along with parking policy options. The Committee consisted of City staff, council members, planning commission members, business owners and citizens. The study team hosted a public open house in January of 2023, with over sixty members of the community participating in-person, and over 400 hundred participating via online input.

The updated parking zoning recommendations consolidate several land uses and apply parking ratios based on current land use patterns, including a maximum parking provision of 120% (of parking minimums) to reduce unnecessary impervious surfaces. The recommended Useable Floor Area (UFA) percentage was changed from 70% to 80% to reflect greater efficiency of space. The recommendations also increase flexibility for administrative staff and the Planning Commission including provisions such as:

- Eliminating same side of the street requirements for the 500-foot Municipal Parking waiver.
- Allowing on-street parking to count towards the total number of parking spaces required.
- Administration and Planning Commission waivers, up to a total waiver threshold of 20%.

The zoning recommendations should be considered in the broader context of the comprehensive zoning update currently being undertaken by Berkley. Included in this report is a complete chart of the recommendations for updated parking requirements by land use, the most applicable and notable changes included:

	Current Standard	Proposed Standard
• Multiple-family:	2 per unit	0.85 per bedroom
• Restaurant (sit down):	1 per 60 UFA	2 per 100 UFA, plus 1 per employee
• Retail sales:	1 per 225 UFA	1 per 500 UFA, plus 1 per employee
• Professional office:	1 per 225 UFA	1 per 300 UFA
• Manufacturing facility:	1 per 250 UFA + company vehicles	1 per 750 UFA

- Nursery/Garden Center: 1 per 300 UFA + 1 per 800 UFA, +
 1 per 300 outdoor 1 per employee

Parking policy applications were considered in the context of current conditions, the 2021 Master Plan, and input from the Steering Committee and community. Several current policies were studied to determine if policy was consistent with identified goals, with the following recommendations:

- The overnight parking prohibition on public streets should continue. The residential overnight permit system should be upgraded for online access. Enforcement of the prohibition should be consistent.
- The off-street Municipal Parking Lots should allow overnight parking but have a 48-hour maximum parking duration. Ordinance changes and enforcement policy will need further consideration.
- Free parking should continue in the Municipal Parking Lots and on-street.
- Public parking on the streets should continue, including vehicles associated with businesses or organizations on the corridors parking along the neighborhood side streets in the vicinity. The overnight parking prohibition requires that vehicles are moved often and are not permanently parked along those streets.
- The City should seek to bring more parking into the public domain through additional “Municipal Parking Lots” and greater sharing of parking assets among private parking owners. The goal is greater utilization of all parking along the corridors to avoid overbuilding of parking supply resulting in the loss of housing and underutilized paved surfaces.

Each of the above policies will need to be evaluated on a regular basis. Berkley will continue to change, and at some point one or all of these policies may need to be modified to best serve the community.

As the corridors continue to develop density and more transportation and parking related issues arise, it is important to have leadership to address the needs. The responsibility for parking policy and application is spread across numerous City departments. While each department completes their tasks, no entity is responsible for providing leadership, developing operational goals, or looking toward future parking and mobility opportunities.

Effective parking programs support many aspects of the community; economic development and vitality, neighborhood cohesion, safety, access, and sustainability to name a few. Berkley does not need a heavy investment in staff to have an effective parking program. Parking policy and leadership should reside in a single department that communicates effectively with all other City departments having parking responsibility or impacted by policy. Parking leadership should develop and communicate a thorough parking strategy that supports the residents and vision of Berkley.

Alternative transportation options should be encouraged with a long-term focus on increasing access and assets. Berkley will continue to be a predominately driving city for the foreseeable future. However, leveraging strong pedestrian connectivity with additional bicycle and transit options can increase alternative transportation use. Promotional programs and advertising will increase community awareness and build a desire for non-passenger vehicle options.

Parking issues and complaints can be frustrating and distract focus on other needs in Berkley. Updated zoning, streamlined approval processes, and effective leadership can mitigate issues and turn parking into a positive. Parking can be a vital support service that increases opportunities for economic development, maintains neighborhood charm, augments public safety, and entices residents and businesses to locate in Berkley.

Berkley Parking Plan

City Council Presentation
August 14, 2023



MCKENNA



Goals of the Study

- A parking system that supports livability in the neighborhoods and development in downtown and along the commercial corridors.
- A realistic plan for effective use and management of downtown parking.
- Provide recommendations for updating the zoning ordinance regarding parking requirements.



Parking Strategic Plan Process

- **Multi-Day Site Visit**
 - Observations and document current conditions
 - Stakeholder interviews
 - Business owners / residents
 - City staff
 - Kick-off meeting with Steering Committee
 - Elected and appointed officials
 - Residents
 - DDA
- **Public Open House at Berkley High School**
 - Online public input
- **50% Workshop with Steering Committee**
- **95% Review with Steering Committee**
- **Recommendations**
 - Policy
 - Zoning requirements



Context

- Berkley residents drive where they go - per the 2020 Census and City Master Plan:
 - Drive alone – 91%
 - Walked – 1.9%
 - Public transportation – 0.2%
- Much of the “public” parking supply is “privately” owned
- Corridor health is vital
 - Business attraction and retention is priority #1 in Master Plan
- Corridors create difficulty in creating shared parking assets
 - Long pedestrian routes to multiple businesses



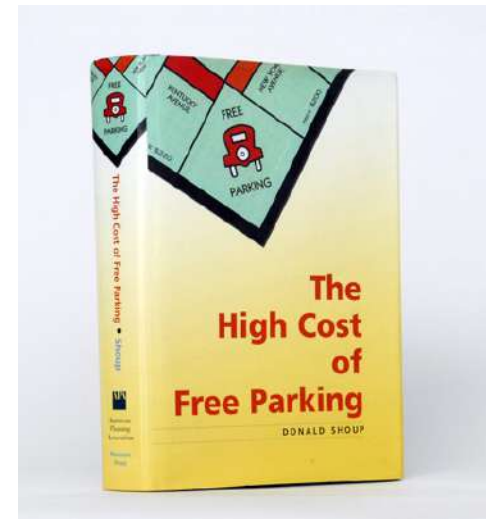
Issues Identified

- Residents
 - *On-street overnight parking prohibition*
 - *Encroachment of parkers from corridors into residential areas*
 - Consistency of enforcement
 - Drivers finding the available parking behind buildings
 - Improving pedestrian movement across corridors
- Property Owners
 - Site plan approval and parking requirements
 - Shared parking opportunities

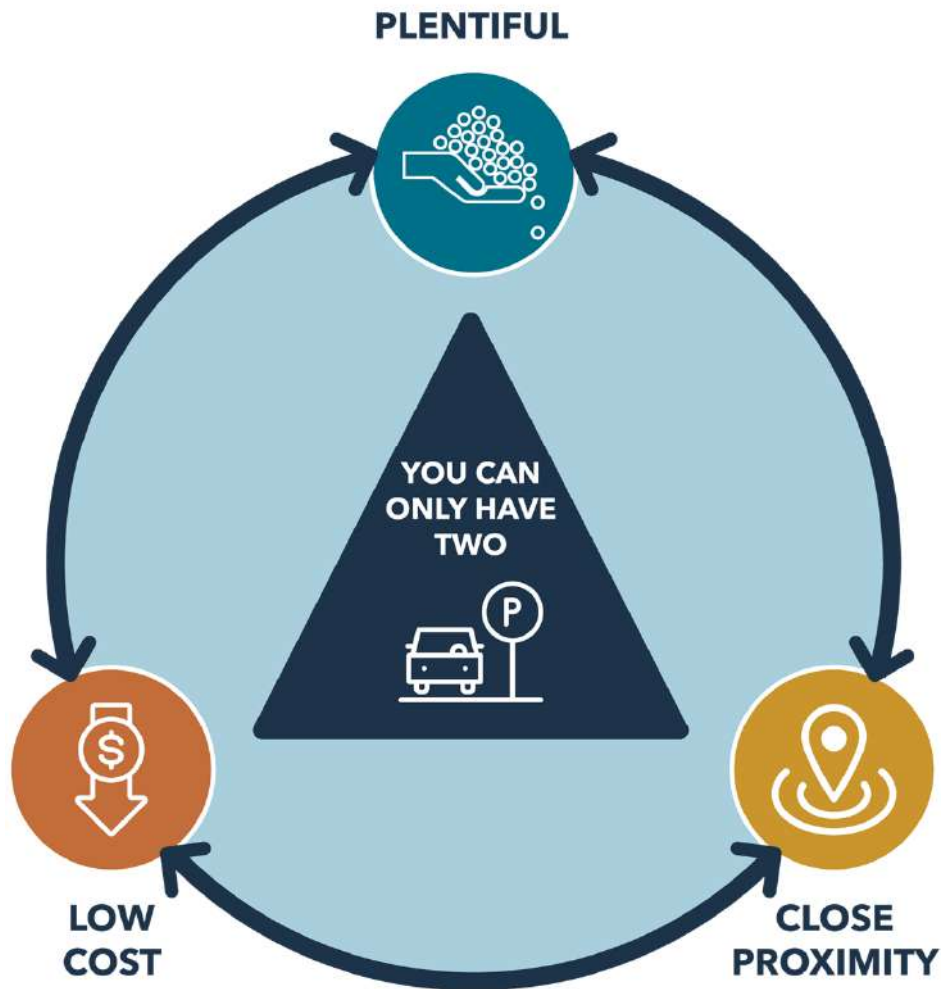


The Cost of Free Parking

- No such thing as Free Parking – someone is paying
 - Construction costs
 - Maintenance
 - Lights
 - Snow plowing
 - Asphalt repair / striping
 - Insurance, liability
 - Traffic, congestion, reduced walkability
- Berkley City Budget
 - \$14 Million - \$9 Million from taxes
 - New lot (\$900,000) – 10% of Annual Tax Budget



THE PARKING PARADIGM



What are the Highest Priorities or Harshes Realities?

Parking Supply

- Anything more than plentiful, free, lightly regulated parking requires planning and operational attention
 - Administrative time and organization
 - Effective enforcement
 - Planning, evaluation and adjustment
 - Avoid overbuilding the parking supply
- Parking supply is most efficient at 80% - 90% occupancy of ALL parking supply
 - Below 80% undervalues the land use
 - Too little parking availability (>95% occupancy) may diminish economic activity
 - It takes diligence to maintain 80%-90%



There are No Easy Solutions

- Build enough parking so that it is not a concern
 - Demolishing buildings to create parking (\$\$millions)
 - Less buildings, more pavement
- Convince private parking owners to share their parking
 - Difficult to build and hold this coalition (time / possible failure)
- Keep things the way they are
 - Limits growth on corridors (impact - quality of life / tax base)
- Regardless of policies - Not everyone will be happy
 - Big picture solutions can impact individual circumstances in different ways



Recommendations



Purposeful Action

- Things are going to change – Manage the Change
- Strong policy focused on meeting stated objectives can shape Berkley in the direction desired
- Being true to Berkley and the goals established in the Master Plan
- Operational consistency assures residents and visitors the City has a plan
 - Large impact on the perception of Royal Oak...not being able to consistently predict where to park in downtown (and avoid a ticket!)
- **MONEY ALWAYS MATTERS – PRIORITIES AND BUDGETS WILL DETERMINE OUTCOMES**



Zoning Code: Overall Recommendations

- Rework the purpose (intent) section to clearly express Berkley's goals
- Create more Administrative / Planning Commission flexibility
 - Count on-street parking
 - Increase waiver thresholds
- Modernize parking requirements to reflect Berkley today
 - Driving habits change
 - Berkley changes



Zoning Code: Parking Use Table

- Adjustments needed for many uses to update for current conditions

	<u>Current</u>	<u>Proposed</u>
• <u>Multiple-family</u> :	2 per unit	.85 per bedroom
• <u>Restaurant (sit down)</u> :	1 per 60 UFA	2 per 100 UFA, plus 1 per employee
• <u>Retail sales</u> :	1 per 225 UFA	1 per 500 UFA, plus 1 per employee
• <u>Professional office</u> :	1 per 225 UFA	1 per 300 UFA
• <u>Manufacturing facility</u> :	1 per 250 UFA + company vehicles	1 per 750 UFA
• <u>Nursery/Garden Center</u> :	1 per 300 UFA + 1 per 300 outdoor	1 per 800 UFA, + 1 per employee



Overnight Parking Prohibition

- Recommendations
 - Continue with prohibition
 - Enforce regularly – not every vehicle, every night, but often enough that the rule is respected
 - Make getting an overnight permit significantly easier for residents
 - Online application approved immediately (someone decides to stay that day)
 - Individual properties or vehicles allowed 20 nights per year (assess over time to determine an amount that best supports the residents)
 - No commercial properties
 - Have discussion again in 2026 to see if conditions have changed
 - Allow overnight parking in Municipal Lots



Corridor Parking on Neighborhood Streets

- Recommendations

- Continue to allow parking on public streets
- Encourage organizations to park employees on-site to reduce 8+hour parking on-street
- No valet storage on-street
- Clearly explain benefits and urge dialogue among City staff, residents and corridor business/organizations
- Measure on-street occupancy quarterly to measure impact on neighborhoods
- No need for daytime or evening residential permit program (not including overnight permits for residents)
- Review every three years to see if policy is still meeting goals



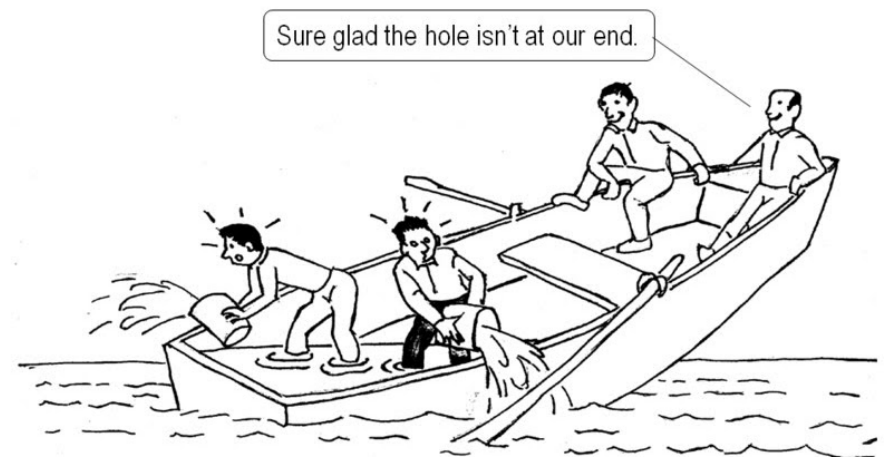
Free Parking

- Recommendations
 - Maintain free parking in municipal lots and on-street
 - Review policy over time to determine if / when it is time to change – every three years
 - Encourage owners of private parking to rent spaces to other businesses / organizations at reasonable costs
 - Add EV charging stations (patron paid) in Municipal Lots



Who Owns Parking?

- Complaints – City Manager
- Supply – Community Development
- Enforcement – Police
- Maintenance – DPW
- Economic development – DDA
- Policy – City Council



Leadership

- Recommendations
 - One department leads parking administration effort
 - City Council provides direction on goals and guiding principles
 - Chosen department has staff to support effort (10 hours week)
 - Assign contact points in other departments
 - Meet regularly (monthly or quarterly)
 - Develop metrics to measure success
 - Communicate with residents and businesses
 - Test new opportunities
 - Parklets
 - Shared parking arrangements
 - New technology
 - Adding parking supply



Funding

- Recommendation – start a parking fund for future needs and maintenance
- Sources
 - TIF (Tax Increment Financing) contributions
 - Special assessments - annually
 - Property owners who are short of zoning requirements
 - General fund budgeting
 - Grants from State or Federal sources
 - ALL OF THE ABOVE



Recommendations Summary

- Update zoning code
 - Streamline approval process
- Define responsibility for Parking and Mobility planning, policy and operations
 - Assign and authorize staff
- Conduct parking occupancy counts to understand use and demand patterns (monthly or quarterly)
 - Municipal lots
 - Private lots
 - On-street near corridors



Recommendations Summary - Continued

- **Add Public Parking Supply Where Needed**
 - Identify existing private parking lots for purchase by the City
 - Include private parking lots as municipal brand to share use
 - Add new parking lots as needed to fill gaps in supply
- **Implement Operational Changes**
 - Allow overnight parking in lots (with 48 hour max stay)
 - Brand public parking
 - Consistent enforcement
- Review policies regularly to determine if/when changes are necessary
- Communicate with the community regularly through a Parking Committee and updated webpage
- Update alternative transportation plan



Keep It Going

- Administrating parking is an ongoing process. The city will need to regularly assess the results and adjust as needed
 - Travel modes
 - Mix of businesses along corridors
 - Patron desires
 - City leadership and direction
 - Business environment
 - Resident satisfaction
- Only plentiful parking (<80% occupancy everywhere) avoids the need to actively manage the parking supply



Thank You



MCKENNA

ZONING ORDINANCE AUDIT:



Article IV: Parking, Loading, and Access

CITY OF BERKLEY, MICHIGAN

JULY 11, 2023

Communities for real life.

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Zoning Ordinance Audit: Article IV: Parking, Loading, and Access

CITY OF BERKLEY, MICHIGAN
JULY 11, 2023

Prepared by:

MCKENNA

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MCKENNA

Communities for real life.

Memorandum

TO: Kristen Kapelanski, AICP, Community Development Director, City of Berkley
FROM: Laura Haw, AICP, NCI
SUBJECT: **Zoning Ordinance Text Amendment Recommendations to Chapter 138, Article IV: Off-Street Parking and Loading**
DATE: July 11, 2023

We understand that the City of Berkely and the Downtown Development Authority (DDA) is seeking opportunities to cultivate economic development and facilitate mixed-use redevelopment in a sustainable manner, creating a walking community, without overbuilding parking. This memorandum highlights potential zoning ordinance text amendments that, if adopted by City Council, would modernize parking regulations, and more effectively balance the need for parking with the desire for responsible, high-quality development along Berkley's commercial and mixed-use corridors and within the downtown district.

RECOMMENDED REVISIONS TO THE ZONING ORDINANCE

The following document contains a page-by-page comparison to the existing Off-Street Parking and Loading Article in Berkley's Zoning Ordinance. The left page contains the existing Ordinance text, while the right page identifies proposed revisions, where applicable. The suggested language is the result of analysis, relevant literature and studies, and best practices in planning and zoning. Sample amendment language has also been provided within the enclosed document, where applicable, and is identified by *italicized text*. A brief summary of the changes is detailed below:

Sec. 138-216. Purpose.

Rewrite to emphasize Berkley's priority to right-size the amount of required parking, and to not contribute to over-parking. The intent of rewording this section is to reduce the amount of unused impervious surfaces, use land more efficiently, encourage more affordable housing, and support alternative means of transportation by right-sizing parking.

Sec. 138-217. Units of Measurement.

- Rename the section to "Definitions" and locate other parking related definitions in one spot.
- Revise the definition of "Usable Floor Area" to specify 80% of the floor area may be used for computation purposes, as opposed to the current 70%.
- Add definition for "Employee Parking", "Off-Street Parking, Non-Residential", and "Off-Street Parking, Residential" and revise the definition for the "Rounding of Spaces".

Sec. 138-21_ (new section). General Standards.

Create a new section to include general standards, such as:

- Provisions to specify when off-street parking is triggered (required).
- Method on how to identify uses when not specifically listed within the parking table.
- Consideration for provisions related to parking maximums.



Sec. 138-218. Shared Parking / Parking Waivers.

Divide into two separate sections for 218: (A) Shared Parking and (B) Flexibility in Standards.

Section 138-218(A): Shared Parking. Revise to streamline and provide greater guidance on the process of obtaining a shared parking agreement.

Section 138-218(B): Flexibility in Standards (new section).

- Add language to waive parking for non-residential uses, when a municipal parking lot is within 500-feet of the subject use (and eliminate the same side of the street requirement).
- Allow for on-street parking spaces to count towards the required off-street parking minimum, when located along the subject lot frontage (including side streets on corner lots).
- Relocate the provision for bicycle parking (from Sec. 138-268) to allow for bicycle parking credit.
- Allow for a reduction in off-street parking spaces when EV chargers are provided.
- Allow for Planning Commission and administrative waivers to parking minimums (with an established threshold).

Sec. 138-219. Parking Space Requirements by Use.

Necessary parking requirements revisions are proposed based on similar uses identified in the 5th Edition of the Parking Generation Manual, published by the Institute of Traffic Engineers (ITE) and the most recent Urban Land Institute (ULI) guidelines for parking, 3rd Edition. The Parking Generation Manual aggregates actual demand for parking to present ranges of probably demand per land use type. The proposed revisions will help ensure that necessary parking requirements are based on accepted industry standards for demand data.

Sec. 138-220. Parking Dimensions.

Add a provision to allow minor vehicle overhang onto non-landscaped green spaces or other unused surfaces.

Sec. 138-221. Barrier-Free Parking.

- Revise the table to include van-accessible parking spaces.
- Add a zoning graphic to illustrate the difference between stripping for barrier-free vs. van-accessible parking spaces.

Sec. 138-222. Parking Lot Location, Design, and Construction.

- Streamline the residential section and revise the zoning graphics to be more user friendly.
- Organize the residential driveway standards into a table, based on the frontage of the parcels.
- Consider access management standards to ensure safe, efficient travel for all street users. Such standards are an important tool to alleviate conflicts between vehicles, pedestrians, and bicycles.

Sec. 138-256. General Requirements.

Revise all references to "loading berths" to be noted as "loading zones".

Sec. 138-257. Specific Requirements.

- Organize the number of loading zones required into a table, based on the type and square footage of the subject use.
- Eliminate the need for office uses to provide a dedicated off-street loading space.
- Allow the Planning Commission to consider a waiver or reduction to the required number and/or size of loading zones.

PART II - CODE OF ORDINANCES
Chapter 138 - ZONING
ARTICLE IV. OFF-STREET PARKING AND LOADING

ARTICLE IV. OFF-STREET PARKING AND LOADING¹

DIVISION 1. OFF-STREET PARKING REQUIREMENTS

Sec. 138-216. Purpose.

In all zoning districts, space shall be provided as specified in this chapter for the parking and storage of self-propelled motor vehicles for the use of occupants, employees and patrons of buildings hereafter erected, altered or extended after the effective date of this chapter. Such parking space shall be maintained and shall not be encroached upon so long as said building or structure remains, unless an equivalent number of such spaces are provided elsewhere in conformance with this chapter.

Sec. 138-217. Units of measurement.

- (a) *Total floor area.* The sum of the horizontal area of the first story measured to the inside face of interior walls, plus, similarly measured, that area of all other stories, including mezzanines which may be fit for occupancy, including the floor area of all accessory buildings measured similarly and the floor area of basements used for activities related to the principal use, such as storage.

The calculation shall exclude furnace and utility rooms, parking space located within a building, other mechanical equipment, unenclosed porches, public corridors and public toilets, whether located in a principal or an accessory building.

- (b) *Usable floor area.* In those cases where usable floor area cannot be determined, usable floor area shall be assumed to be equal to 70 percent of the total floor area of the building.
- (c) *Parking space requirements.* When determining parking requirements, any fraction equal to or greater than one-half shall go to the next higher number.

Sec. 138-218. Shared parking/parking waivers.

- (a) *Collective or joint use of parking areas.* The joint use of parking facilities by two or more uses is permitted whenever such use is practicable and satisfactory to each of the uses intended to be served, and when all requirements for location, design and construction can be satisfied. A copy of any agreement between joint users shall be filed with the application for a business license. The agreement shall include a guarantee for continued joint use and a joint site maintenance agreement.

In computing capacities for any joint use, the off-street parking requirement is the sum of the individual requirements that will occur at the same time. In computing the required parking spaces for the total of joint off-street parking, the total spaces required may be reduced by the zoning officer whenever the facilities served do not operate during the same hours of the day or night and it can be clearly established that a simultaneous need for joint use parking will not occur.

- (b) *Reductions in existing off-street parking.* Effective with the date of this chapter, off-street parking existing in connection with the operation of an existing building or use shall not be reduced to an amount less than hereinafter required for a similar new building or new use.

¹Cross reference- Parking accommodations at drive-in restaurants, §30-380; stopping, standing and parking generally, §122-91 et seq.

RECOMMENDATIONS

SEC. 138-216. PURPOSE.

Rewrite the intent (purpose) to emphasize Berkley's priority to right-size the amount of required parking, and to not contribute to over-parking. Provide language around the benefits of right-sizing parking: overly large parking lots are a drain on economic vitality, present safety hazards to pedestrians and motorists, and create environmental hazards such as heat islands, storm-water runoff, loss of habitat, and flood hazards.

Sample language to consider:

In all zoning districts, space will be provided for the parking and storage of motor vehicles for the use of occupants, employees, and patrons of buildings erected, altered, or extended after the effective date of this Article. Such parking must be maintained and not be encroached upon so long as said building or structure remains, unless an equivalent number of such spaces are provided elsewhere in conformance with this Article.

Off-street parking facilities will be sufficient in number, adequately sized, and properly designed to meet a range of parking needs and demands. It is recognized that excessively large parking lots can hamper economic vitality, present safety hazards to pedestrians and motorists, and create environmental hazards such as heat islands, stormwater runoff, loss of habitat, and flood hazard. For these reasons, this Article aims to right-size off-street parking requirements and establish flexible parking requirements. This Article also provides access management standards to ensure safe, efficient travel for all street users. Managing access resolves conflicts between vehicles, pedestrians, and bicycles.

ADDITIONAL RECOMMENDATION(S):

- Consider renaming the entire article to: *Parking, Loading, and Access* to better describe the goal of the regulations.

SEC. 138-217. UNITS OF MEASUREMENT.

Rename this section to "Definitions" and reorganize all relevant definitions in one central location. A definition for "Employee Parking", "Residential and Non-Residential Off-Street Parking", and a revision to the Usable Floor Area definition (to account for 80%) is recommended.

Sample language to consider:

***Employee Parking.** The amount of off-street parking spaces to be provided for employees in the largest working shift.*

***Off-Street Parking, Non-Residential.** Parking spaces for vehicles on the same lot or within 500-feet of the building or use it serves (measured from property boundary to property boundary).*

***Off-Street Parking, Residential.** Parking spaces for vehicles on the same lot or plot of ground as the buildings they are intended to serve.*

***Rounding of Spaces.** Any fraction up to and including one-half is rounded down; any fraction greater than one-half is rounded up.*

***Total Floor Area.** The sum of the horizontal area of the first story measured to the inside face of interior walls, plus, similarly measured, that area of all other stories, including mezzanines which may be fit for occupancy, including the floor area of all accessory buildings measured similarly and the floor area of basements used for activities related to the principal use, such as storage.*

***Usable Floor Area.** The area used, or intended to be used for, the sale of merchandise or service or to serve patrons, clients, or customers. Floor area which is used or intended to be used principally for the storage or processing of merchandise or for hallways, utilities, or sanitary facilities, is excluded from this computation. When the usable floor area is unknown, 80% of the total floor area may be used for computation purposes.*

PART II - CODE OF ORDINANCES
Chapter 138 - ZONING
ARTICLE IV. OFF-STREET PARKING AND LOADING

ARTICLE IV. OFF-STREET PARKING AND LOADING¹

DIVISION 1. OFF-STREET PARKING REQUIREMENTS

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The calculation shall exclude furnace and utility rooms, parking space located within a building, other mechanical equipment, unenclosed porches, public corridors and public toilets, whether located in a principal or an accessory building.

- (b) *Usable floor area.* In those cases where usable floor area cannot be determined, usable floor area shall be assumed to be equal to 70 percent of the total floor area of the building.
- (c) *Parking space requirements.* When determining parking requirements, any fraction equal to or greater than one-half shall go to the next higher number.

Sec. 138-218. Shared parking/parking waivers.

- (a) *Collective or joint use of parking areas.* The joint use of parking facilities by two or more uses is permitted whenever such use is practicable and satisfactory to each of the uses intended to be served, and when all requirements for location, design and construction can be satisfied. A copy of any agreement between joint users shall be filed with the application for a business license. The agreement shall include a guarantee for continued joint use and a joint site maintenance agreement.

In computing capacities for any joint use, the off-street parking requirement is the sum of the individual requirements that will occur at the same time. In computing the required parking spaces for the total of joint off-street parking, the total spaces required may be reduced by the zoning officer whenever the facilities served do not operate during the same hours of the day or night and it can be clearly established that a simultaneous need for joint use parking will not occur.

- (b) *Reductions in existing off-street parking.* Effective with the date of this chapter, off-street parking existing in connection with the operation of an existing building or use shall not be reduced to an amount less than hereinafter required for a similar new building or new use.

¹Cross reference- Parking accommodations at drive-in restaurants, §30-380; stopping, standing and parking generally, §122-91 et seq.

RECOMMENDATIONS

SEC. 138-21_____ (NEW SECTION). GENERAL STANDARDS.

Specify when off-street parking requirements are triggered, designate how to approach uses that are not listed in the parking table, among other general provisions. Sample language to consider:

Parking Required. Except for when as listed in Sec. 138-218(B): Flexibility in Standards, off-street parking requirements must be met when one or more of the following occurs:

- 1. Construction of any new building or structure.*
- 2. Commencement of any special land use.*
- 3. Any addition or alteration to a building or structure that intensifies the use and there is an increase in seating capacity, which requires additional parking.*

Uses Not Listed. Where no default parking standard is offered in this Article, the city may apply a standard for a similarly determined use listed in the Zoning Ordinance.

Uses Meeting More Than One Category. Where more than one use is present in a building or on a site, the various components of the use must comply with the parking requirements applicable to each component. The applicant must provide information regarding the floor area, employees, or other relevant information about each use to allow the city to determine the minimum parking requirements for the building or site. Shared parking provisions may be applied, if applicable.

Permit Required. No parking lot may be constructed until a permit is issued by the Community Development Department.

ADDITIONAL RECOMMENDATION(S):

- **Maximum Parking.** Consider provisions for maximum parking. Minimum parking requirements ensure that infrastructure is not overly taxed by parking and circulation necessary for a development. However, it is also prudent to ensure that parking areas are not built larger than necessary as overbuilt parking areas contribute to depreciated aesthetics, higher rates of storm water runoff, and urban heat islands. Communities are implementing parking maximums to help guard against these negative impacts. Sample language to consider:

To minimize excessive areas of pavement which negatively impact aesthetic standards and contribute to high volumes of stormwater runoff, the maximum amount of required off-street parking permitted for any use cannot exceed 120% of the minimum parking requirements for a specific use. This does not apply to residential units or for the approved storage of vehicles for auto repair, sales, and storage and distribution.

The Planning Commission may permit additional parking over and above the maximum parking limit based on documented evidence indicating that the maximum parking permitted will not be sufficient to accommodate the use on a typical day.

- **Pervious Pavement.** In the future, Berkley may also consider adding standards for pervious surfaces to parking design standards. Pervious parking surfaces can mitigate some of the negative environmental impacts of surface parking and could be advantageous to allow throughout the community, provided soil conditions allow.
- **Traffic Impact Studies.** Develop standards for Traffic Impact Studies (TIS) - i.e., what must be included in such a study, when they are required, etc.

PART II - CODE OF ORDINANCES
Chapter 138 - ZONING
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ARTICLE IV. OFF-STREET PARKING AND LOADING¹

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Sec. 138-218. Shared parking/parking waivers.

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RECOMMENDATIONS

SEC. 138-218(A). SHARED PARKING.

Revise to streamline and provide greater guidance on the process of obtaining a shared parking agreement. Sample language to consider:

In all non-residential and mixed-use zones, private parking facilities may be shared by multiple uses whose activities are not normally conducted during the same hours, or when hours of peak use vary. The applicant has the burden of proof of a reduction in the total number of required off-street parking spaces. No reduction in the number of spaces reserved for persons with disabilities is permitted on site.

(A) Proof from Applicant. Evidence must be submitted that demonstrates shared parking will not result in inadequate parking. Required application information includes:

- *An analysis of available parking spaces based on parking counts taken at certain time intervals and days to verify parking usage patterns.*
- *The type and hours of operation and parking demand for each land use.*
- *A sketch or site plan detailing shared use spaces in the lot and the walking distance to the uses sharing the lot (property boundary to property boundary).*
- *A description of the character of land use and parking patterns of adjacent land uses.*
- *An estimate of turnover in parking space use over the course of 12 to 24 hours.*

(B) Design Standards. Users sharing a parking facility must provide for safe, convenient walking between land uses and parking, including safe, well-marked pedestrian crossings, signage, and adequate lighting. A pedestrian circulation plan must show connections, walkways, and signage between the parking facilities and subject uses.

Shared parking areas must be paved and properly striped. Details regarding the maintenance of the shared parking areas, including snow removal, must be provided.

(C) Process. A shared parking agreement requires a public hearing with the Planning Commission, who has final authority over granting such agreements. Should the Planning Commission grant approval, a written agreement must be reviewed and approved by the city attorney and executed by the property owner(s) to assure the continued availability of the shared parking spaces for the life of the development. The agreement must contain, at a minimum:

- *The names and ownership interest of all parties and the signatures of those parties.*
- *A legal description of the land upon which the parking area(s) and building(s) appurtenant to the parking areas are located.*
- *A sketch or site plan showing the area of the parking parcel, pedestrian and driver circulation, maintenance, etc.*
- *Details regarding the maintenance of the shared parking, including snow removal.*

(D) Change in Use. Should any of the shared parking uses be changed, or should the Community Development Department find that any of the conditions described in the approved shared parking study or agreement no longer exist, or if insufficient parking is an issue due to complaints, the owner must submit a revised shared parking study and an amended shared parking agreement in accordance with the standards of this subsection or provide the number of spaces required for each use as if computed separately. If the City determines that the revised shared parking study or agreement does not satisfy the off-street parking needs of the proposed uses, the shared parking request shall be denied, and no certificates of occupancy shall be issued until the full number of off-street parking spaces are provided.

ADDITIONAL RECOMMENDATION(S):

- Create a standard Shared Parking Application and Agreement Form to streamline the process for businesses.

PART II - CODE OF ORDINANCES
Chapter 138 - ZONING
ARTICLE IV. OFF-STREET PARKING AND LOADING

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The calculation shall exclude furnace and utility rooms, parking space located within a building, other mechanical equipment, unenclosed porches, public corridors and public toilets, whether located in a principal or an accessory building.

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RECOMMENDATIONS

SEC. 138-218(B). FLEXIBILITY IN STANDARDS.

Create a section outlining the flexibility offered in parking standards and locate near the front of the parking article (this would replace the existing language in Sec. 138-226). Sample language to consider:

Exceptions. If a non-residential use is within 500-feet of a municipal parking lot, no on-premise parking is required. The distance is measured from property line to property line.

On-Street Parking Spaces. On-street parking spaces along the public parking lane (corresponding to the subject lot frontage, including side streets for lots on a corner) may be used to reduce the number of required off-street parking spaces for non-residential uses. The lot frontage is divided by the size of a typical parallel parking space (23-feet).

Shared Parking Agreement. Provide a Shared Parking Agreement, per Sec. 138-218(A).

Bicycle Parking. Bicycle parking may be used to reduce the number of required off-street parking spaces (by 1 vehicle parking space) by providing 2 bicycle parking spaces (installing an inverted U, loop style, or other approved style of bicycle rack).

EV Chargers. Spaces dedicated to EV chargers may be used to reduce the number of required off-street parking spaces: 1 EV charger with 2 charging spaces may reduce the overall parking requirement by 4 spaces. This can be used twice for a single development proposal.

Parking Waivers. The City may grant waivers to off-street parking requirements, provided there is no reduction in the number of spaces reserved for persons with disabilities nor employees. In no instance may the total amount of parking waivers be greater than 20% of the required parking.

- *Administrative Waivers. The Community Development Director may waive up to 5 off-street parking spaces, provided that the 5 parking spaces do not make up more than 10% of the total site parking. Regardless of the computation and parking required, 1 parking space may always be considered to be waived.*

- *Planning Commission Waivers. The Commission may modify the requirements for off-street parking, provided the applicant sufficiently demonstrates that the required parking is excessive, based on consideration of the factors listed below. The Commission may attach conditions of approval and a public hearing is required.*

(1) Current/anticipated levels of employees and/or patrons.

(2) Peak period usage versus normal usage.

(3) Banked/reserved parking for future use.

(4) Opportunities to provide green space, additional landscaping and to minimize impervious areas on the site.

(5) Valet parking or other means of accommodating parking off-site that will not overburden public parking and is a reasonable alternative. Valet parking must be available for the days and times needed and cannot conflict with other businesses that share the same parking facility or valet service.

(6) Neighborhood or other surrounding characteristics.

(7) Strict application of the ordinance unreasonably hinders development of the site for a permitted use.

(8) Modification will not negatively impact public parking in the city.

(9) Proximity of the site to local or regional transit, including but not limited to bus stops, bicycle sharing stations, light rail, etc.

Any modification under this section is contingent on the continuing use of the property as approved. Any change in the use, scope or intensity of the property use will invoke reinstatement and application of the standard parking requirements of this article.

Sec. 138-219. Parking space requirements by use.

Minimum number of off-street parking spaces by type and use shall be determined in accordance with the following schedule. For those uses not specifically mentioned, the requirements for off-street parking facilities shall be in accord with a use that the zoning officer considers similar in type.

Use	Number of Parking Spaces Per Unit of Measure
(1) Residential	
Single-family residential detached or attached	Two per dwelling unit
Two-family residential	Two per dwelling unit
Multiple-family residential	Two per dwelling unit
Independent senior living facility	One per residential dwelling unit
Assisted living facility	0.5 per residential dwelling unit
Skilled nursing facility	1.5 per 1,000 sq. ft. of total area
(2) Institutional	
Church, chapel, synagogue, temple, or other place of worship	One per three seats or one per five feet of pew, whichever is greater
Community center	One per 250 sq. ft. of usable floor area
Commuter college, university, business, vocational, religious schools and similar institutions enrolling students seventeen years of age or older	One per employee and student
Convent	One per 1000 sq. ft. of usable floor area
Fraternity or sorority	One per 100 sq. ft. of usable floor area
Gymnasium	One per three seats or five feet of bench, whichever is greater plus one per 100 sq. ft. of usable floor area
Nursing homes, children's homes, and orphanages	One per bed
Hospitals and sanitariums	Two per bed
Libraries, museums or post offices	One per 150 sq. ft. of usable floor area
Nursery schools, day care or child care centers (Principal Use)	One per 300 sq. ft. of usable floor area plus one per employee
Park (Playfield with active sports facilities)	Thirty-four per diamond or marked field of play
Park (Passive)	Space equivalent to 5% of the total land area
Private and public elementary and junior high schools and similar institutions	One per employee plus the requirements of the auditorium or multipurpose room or gymnasium plus ten
Private clubs or lodges	One per 50 sq. ft. of usable floor area
Private swimming pool clubs or other similar uses	One per 100 sq. ft. of water area plus one per 30 sq. ft. used for spectator seating
Public and private high schools and similar institutions	One per employee plus one per eight students plus the requirements of the auditorium, multipurpose room or gymnasium
Public and private schools converted for adult education classes	One per employee and student
Stadia, sports arenas, or other places of outdoor assembly	One per three seats or five feet of bench, whichever is greater
Theaters and auditoriums, public assembly halls	(a) With fixed seating—One per three seats (b) Without fixed seating—One per three persons who may legally be admitted therein at one time under the occupancy load as established by local, adopted building code
(3) Commercial	
Adult bookstore, nude, photographic studio, massage establishment	Three per 100 sq. ft. of usable floor area
Adult theater	See "Theater"
Amusement center, video arcade, billiards/pool	Two per game table plus one per game device plus two
Art gallery (sales)	One per 300 sq. ft. of usable floor area plus two

RECOMMENDATIONS

SECTION 138-219. OFF-STREET PARKING REQUIREMENTS, BY USE.

Sample language to consider:

The minimum number of off-street parking spaces, by use, is determined by the following schedule:

Existing Use	Existing Berkley Standard	Recommended Berkley Standard	ITE / ULI Recommendations	Notes
Residential Uses				
Single-family residential (detached or attached)	2 per dwelling unit	2 per dwelling unit	1.67 to 2.14 per unit / 0.85 per bedroom	No change proposed
Two-family residential	2 per dwelling unit	2 per dwelling unit	1.67 to 2.14 per unit / 0.85 per bedroom	No change proposed
Multiple-family residential	2 per dwelling unit	0.85 per bedroom	1.12 per unit for low-rise; 1.31 per unit for mid-rise; 0.98 per unit for high-rise / 0.85 per bedroom	May warrant further discussion by the City.
Senior living facility (independent)	1 per dwelling unit	1 per employee, plus 1 per 5 resident beds, plus drop-off/pick-up space	0.61 per unit / 0.85 per bedroom	Renamed
Senior living facility (assisted) / Skilled nursing facility	0.5 per dwelling unit	1 per employee, plus 1 per 20 resident beds, plus drop-off/pick-up space	0.5 per unit / 0.85 per bedroom	Renamed; includes skilled nursing facility (previously at 1.5 per 1,000 of GFA)
Institutional Uses				
Religious institution (church, synagogue, temple, etc.)	1 per 3 seats or 1 per 5 feet of pew, whichever is greater	1 per 100 UFA	9.44 per 1,000 GFA (church), 19.22 per 1000 GFA (mosque)	Renamed
Community center	1 per 250 UFA	1 per 370 UFA	2 per 1,000 GFA (weekday); 4 per 1,000 GFA (Sunday) - 2.7 average	
School: college, university, trade and vocational	1 per employee and student	1 per employee, plus 0.40 per student	0.23 to 0.40 per student	Renamed (includes: commuter college, university, business, vocational, religious schools and similar institutions with students 17 years or older)
Hospital / sanitarium	2 per bed	3 per bed, plus drop-off/pick-up space	3.74 per bed	
Library, museum, or other cultural institution	1 per 150 UFA	1 per 400 UFA, plus 1 per employee	2.35 per 1,000 GFA (library); 0.92 per 1,000 GFA (museum) / 3.9 per 1,000 GFA	Renamed
Daycare center	1 per 300 UFA, plus 1 per employee	1 per 285 UFA, plus 1 per employee, plus drop-off/pick-up space	3.3 per 1,000 GFA / 3.5 per 1,000 GFA	Renamed (includes "nursery schools, day care or child care centers")
Park	34 per diamond or marked field / 5% of the total land area	5.5 per acre, plus 10 spaces for marked playfield	5.5 per acre	Renamed (includes playfield, passive, etc.)
Public and private school (K-12)	1 per employee, plus auditorium, multipurpose room or gymnasium, plus 10	1 per employee, plus 10 spaces, plus drop-off/pick-up space	0.95 per employee, plus drop-off/pick-up space	Renamed (includes K-12 now)
Private swimming pool clubs or other similar uses	1 per 100 GFA of water area, plus 1 per 30 GFA of spectator seating	1 per 500 UFA, plus 1 per employee	2.7 per 1,000 GFA / 4.1 per 1,000 GFA	
Stadium, sports arenas, or other places of outdoor assembly	1 per 3 seats or 5-feet of bench, whichever is greater	1 per 500 UFA, plus 1 per employee, plus drop-off/pick-up space	8.5 per hole (golf course Saturday); 4.8 per 1,000 GFA (tennis court)	

LEGEND

ITE = Institute of Transportation Engineers Parking Generation, 5th Edition
 ULI = Urban Land Institute and the National Parking Association, 3rd Edition

Auction house	One per two seats or two per 50 sq. ft. of usable floor area, whichever is greater
Auto body shop	Three per 250 sq. ft. of usable floor area plus two screened storage spaces per service bay
Auto parts store, auto rental	One per 300 sq. ft. of usable floor area
Automobile repair shop	One per 200 sq. ft. of sales area plus three screened storage spaces per service bay
Automobile sales	Seven per 1000 sq. ft. of showroom plus one per 350 sq. ft. of service bay
Bakery shop	One per 100 sq. ft. of usable floor area
Banks, financial institutions	One per 200 sq. ft. of usable floor area plus three per teller station plus eight stacking spaces for the first drive-in window and six stacking spaces per each additional window plus two per ATM
Banquet halls, dance halls, roller or skating rinks, tennis, clubs, exhibition, assembly or rental hall without fixed seats	One per three persons who may legally be admitted therein at one time under the occupancy load as established by the local, adopted building code
Bar, lounge, tavern, night club with or without a restaurant	One per 60 sq. ft. of usable floor area
Beauty and barber shops, tanning or nail salon	Three per service chair or station
Bed and breakfast	One per guest room plus two
Boarding house	Two per owner plus one per lodger
Bookstore, records, video or a combination of each	Four per 1000 sq. ft. of usable floor area
Bowling alley	Five per alley
Car wash, full service	Four per wash/drying/detailing bay/stall plus ten stacking spaces plus six
Car wash, self service	Four stacking spaces plus two drying spaces per stall
Cartage, express and parcel delivery	One per 500 sq. ft. of usable floor area
Cemetery	As required for the permitted accessory uses, see division 11, Cemetery District in article V
Convenience or liquor store	Six per 1000 sq. ft. of usable floor area.
Dry cleaning	One per 300 sq. ft. of usable floor area
Exterminator	Three per 1000 sq. ft. of usable floor area
Funeral home or mortuary establishment	One per 50 sq. ft. of assembly room used for services, parlors and slumber rooms
Furniture and appliance, household equipment, decorator, office supply, showrooms	One per 400 sq. ft. of usable floor area
Gas station, full serve	Two per service rack plus one per pump mechanism plus four
Gas station, self serve	One per pump mechanism plus two
Gas station, with convenience shop	Six per 1000 sq. ft. of usable floor area plus one per pump plus two
Grocery store	Nine per 1000 sq. ft. of usable floor area
Gunsmith/shop	One per 250 sq. ft. of usable floor area or four, whichever is greater
Hardware store	Four per 1000 sq. ft. of usable floor area
Health club	One per 150 sq. ft. of usable floor area designated for machines and free-weights plus one per 50 sq. ft. of usable floor area designated for aerobics classes
Hotels, motels	1½ per room
Indoor racquet facility	Four per court
Laundromat and coin operated dry cleaners	One per two washers and drying machines
Locksmith	Three per 1000 sq. ft. of usable floor area plus one per service vehicle
Massage parlor	One per 100 sq. ft. of usable floor area
Miniature golf course	Three per hole of play
Motorcycle service and sales	One per 200 feet of usable floor area or two, whichever is greater

RECOMMENDATIONS

Existing Use	Existing Berkley Standard	Recommended Berkley Standard	ITE / ULI Recommendations	Notes
Commercial Uses				
Adult bookstore, nude, photographic studio, massage establishment	3 per 100 UFA	3 per 100 UFA	-	No change
Indoor recreation (includes an amusement center, video arcade, billiards/pool)	2 per game table, plus 1 per game device, plus 2	2 per game table, plus 1 per game device	/ 2.75 per 1,000 GFA	Renamed
Assembly halls / private clubs / lodges / event halls	1 per 50 UFA	1 per 100 UFA	3.04 per 1,000 GFA (weekday for athletic club)	Renamed (includes assembly halls)
Automobile repair shop	3 per 250 UFA, plus 2 screened storage spaces per service bay	2 per service stall, plus 1 per employee	2 per service stall, plus 1 per employee	Renamed (previously "auto body shop", includes oil change shop)
Automobile sales	7 per 1,000 UFA of showroom, plus 1 per 350 UFA of service bay	7 per 500 UFA, plus 1 per employee	2.29 per 1,000 GFA (new sales); 1.69 per 1,000 GFA (service area)	Includes motorcycle sales
Automobile wash	Full service: 4 per wash/drying/detailing bay/stall, plus 10 stacking spaces, plus 6 Self service: 4 stacking spaces, plus 2 drying spaces per stall	1 per employee, plus 4 stacking spaces for each washing stall	1 per employee	Renamed (includes both full service and self service car washes)
Bakery	1 per 100 UFA	1 per 100 UFA	1 per 100 UFA, plus 1 per employee	No change
Bar, lounge, tavern, night club with or without a restaurant	1 per 60 UFA	2 per 100 UFA	19 per 1,000 GFA	Increased
Bed and breakfast	1 per guest room, plus 2	1 per unit, plus 1 per employee	1 per unit, plus 1 per employee	
Bowling alley / indoor racket ball	5 per alley / 4 per court	4 per lane / court, plus 1 per employee	4.39 per lane	
Convenience / liquor store	6 per 1,000 UFA	4.5 per 800 UFA	5.5 per 1,000 GFA	
Dry cleaning	1 per 300 UFA	1 per 300 UFA, plus 1 per employee	1 per 300 UFA, plus 1 per employee	
Financial institutions (banks, including drive-thrus)	1 per 200 UFA, plus 3 per teller station, plus 8 stacking spaces for the first drive-in window and 6 stacking spaces per each additional window, plus 2 per ATM	1.5 per 400 UFA, plus 5 stacking spaces per kiosk	3.72 per 1,000 GFA / 4.6 per 1,000 GFA	
Funeral home / mortuary	1 per 50 UFA of assembly room used for services, parlors and slumber rooms	1 per 200 UFA, plus 1 per employee	1 per 200 UFA, plus 1 per employee	
Gas station	1 per pump mechanism, plus 2 With convenience shop: plus 6 per 1,000 UFA	1 per pump, plus 1 per employee With convenience shop: plus 6 per 1,000 UFA	8 per 1,000 GFA of retail space	
Grocery store	9 per 1,000 UFA	5 per 1,000 UFA	5.1 per 1,000 GFA / 4.75 per 1,000 GFA	
Hardware store	4 per 1,000 UFA	2.5 per 400 UFA	6.7 per 1,000 GFA	
Health / fitness club	1 per 150 UFA designated for machines and free-weights, plus 1 per 50 UFA designated for aerobics classes	1 per 300 UFA, plus 1 per employee	4.3 spaces per 1,000 GFA	
Hotel / motel	1.5 per room	1.15 per room	0.5 per room (motel) / 1.15 per room (hotel)	

	Newspaper/magazine stand	One per 300 sq. ft. or three, whichever is greater
	Nursery, greenhouse or garden center	One per 300 sq. ft. of usable floor area plus one per 300 sq. ft. of outdoor space
	Oil change shop	Three per service bay plus two stacking spaces per service bay
	Outdoor dining or sales	Same as related interior uses
	Pawn shop	One per 300 sq. ft. of usable floor area
	Photography studio	One per 200 sq. ft. of usable floor area or four, whichever is greater
	Planned commercial or shopping center	One per 100 sq. ft. of usable floor area. In addition, the parking requirements for restaurants located in shopping centers shall be calculated separately, based upon the restaurant requirements
	Printing and publishing	One per 300 sq. ft. of usable floor area or four, whichever is greater
	Produce market/stand	One per 100 sq. ft. of usable floor area
	Radio or television station or production facility	One per 300 sq. ft. of usable floor area
	Rental equipment	One per 200 sq. ft. of usable floor area
	Repair shop (appliance, furniture, shoe, non-vehicle)	One per 250 sq. ft. of usable floor area
	Restaurants, carry out	One per 75 sq. ft. of usable floor area
	Restaurants, fast-food, drive-in, drive-through	One per 75 sq. ft. of usable floor area plus ten stacking spaces for the first drive-through lane and five stacking spaces per additional lane
	Restaurants, other	One per 60 sq. ft. of usable floor area
	Retail store	One per 225 sq. ft. of usable floor area
	Rifle range	One per target area plus five
	School, beauty	Two per operator station plus three
	School, dance	One per 150 sq. ft. of dance floor area plus five
	Tattoo/body piercing studio	One per 100 sq. ft. of usable floor area
	Taxi stand	One per taxi
	Telemarketing	One per 25 sq. ft. of usable floor area or ten, whichever is greater
	Travel Agency	One per 250 sq. ft. of usable floor area
	Veterinarian clinic	One per 100 sq. ft. of usable floor area
(4) Office		
	Business and professional offices of architects, engineers, landscape architects, lawyers or similar allied professions	One per 225 sq. ft. of usable floor area
	Office, dental	Two per examination or treatment room plus three
	Office, medical	One per 100 sq. ft. of usable floor area or ten, whichever is greater
	Office, psychologist	Two per examination or treatment room plus three
	Blood and plasma office	One per 75 sq. ft. of usable floor area or eight, whichever is greater
(5) Industrial		
	Industrial establishments, research and testing laboratories	One per 250 sq. ft. of usable floor area plus one per company vehicle, or ten, whichever is greater
	Manufacturing establishment or establishment for production, processing, assembly, compounding, preparation, cleaning, servicing, testing, repair, or storage of materials, goods, or products, and business offices accessory thereto	One per 250 sq. ft. of usable floor area plus one space per company vehicle and piece of mobile equipment or ten, whichever is greater
	Wholesale and warehouse establishments	One per 250 sq. ft. of usable floor area
	Heavy equipment storage yard, lumber and building materials yard	One per 250 sq. ft. of usable show room or sales area plus one per company vehicle
	Cellular tower	Two

RECOMMENDATIONS

Existing Use	Existing Berkley Standard	Recommended Berkley Standard	ITE / ULI Recommendations	Notes
Laundromat and coin operated dry cleaners	1 per 2 washers and drying machines	1 per 400 UFA, plus 1 per employee	1.40 per 1,000 GFA	
Massage parlor	1 per 100 UFA	1 per massage room, plus 1 per employee	1 per massage room, plus 1 per employee	
Miniature golf course	3 per hole of play	2 per hole of play	-	
Nursery, greenhouse or garden center	1 per 300 UFA, plus 1 per 300 UFA of outdoor space	1 per 800 UFA (includes outdoor space), plus 1 per employee	1 per 800 UFA, plus 1 per employee	
Pawn shop	1 per 300 UFA	1 per 300 UFA, plus 1 per employee	-	
Personal service establishment	3 per service chair / station	1 per chair / bed / station, plus 1 per employee, OR 1 per 300 UFA, plus 1 per employee	1 per chair, plus 1 per employee, OR 1 per 300 UFA, plus 1 per employee	Renamed (includes beauty / barber shops, tanning, nail salon)
Planned commercial or shopping center	1 per 100 UFA. Restaurants located in shopping centers are calculated separately, based upon the restaurant requirements.	1 per 200 UFA. Restaurants/ bars are calculated separately, based upon those uses.	5.1 per 1,000 GLA	
Printing and publishing	1 per 300 UFA, or 4, whichever is greater	1 per 300 UFA, or 4, whichever is greater	4.3 per 1,000 GFA	No change
Produce market / stand / food truck	1 per 100 UFA	1 per 100 UFA (including outdoor seating areas)	-	No change
Repair shop (appliance, furniture, shoe, non-vehicle)	1 per 250 UFA	1 per 800 UFA, plus 1 per employee	0.96 per 1,000 GFA (weekend)	
Restaurants, fast casual	1 per 75 UFA	1 per 100 UFA, plus 1 per employee	9.9 per 1,000 GFA / 14.7 per 1,000 GFA	Renamed (previously called carry out)
Restaurants, quality (sit-down)	1 per 60 UFA	2 per 100 UFA, plus 1 per employee	23 per 1,000 GFA / 17.4 per 1,000 GFA	
Restaurants, fast-food, drive-through	1 per 75 UFA, plus 10 stacking spaces for the first drive-through lane and 5 stacking spaces per additional lane	1 per 100 UFA, plus 1 per employee, plus 7 spaces for each drive-thru kiosk / station	8.66 per 1,000 GFA (weekday); 12.41 per 1,000 GFA (weekend)	
Retail sales	1 per 225 UFA	1 per 500 UFA, plus 1 per employee	1.6 per 1,000 GFA (non-December); 2.6 per 1,000 GFA (December)	
Retail sales (marijuana dispensary only)	-	1.5 per 200 UFA, plus 1 per employee	7 per 1,000 GFA	
School, beauty	2 per operator station, plus 3	1 per operator station, plus the total number of employees	-	
Studio (dance, art, photography and the like)	Dance: 1 per 150 UFA of dance floor, plus 5 Art: 1 per 300 UFA, plus 2 Photography: 1 per 200 UFA or four, whichever is greater	1 per 300 UFA, plus 1 per employee	-	
Tattoo / body piercing studio	1 per 100 UFA	1 per chair, plus 1 per employee	1 per chair, plus 1 per employee	
Theatre / entertainment venue	Fixed seating: 1 per 3 seats No fixed seating: 1 per 3 persons admitted at 1 time under the occupancy load	0.25 per seat	0.10 per seat / 8.55 per 1,000 GFA	
Veterinarian clinic	1 per 100 UFA	1 per 350 UFA	2.8 per 1,000 GFA	

	Newspaper/magazine stand	One per 300 sq. ft. or three, whichever is greater
	Nursery, greenhouse or garden center	One per 300 sq. ft. of usable floor area plus one per 300 sq. ft. of outdoor space
	Oil change shop	Three per service bay plus two stacking spaces per service bay
	Outdoor dining or sales	Same as related interior uses
	Pawn shop	One per 300 sq. ft. of usable floor area
	Photography studio	One per 200 sq. ft. of usable floor area or four, whichever is greater
	Planned commercial or shopping center	One per 100 sq. ft. of usable floor area. In addition, the parking requirements for restaurants located in shopping centers shall be calculated separately, based upon the restaurant requirements
	Printing and publishing	One per 300 sq. ft. of usable floor area or four, whichever is greater
	Produce market/stand	One per 100 sq. ft. of usable floor area
	Radio or television station or production facility	One per 300 sq. ft. of usable floor area
	Rental equipment	One per 200 sq. ft. of usable floor area
	Repair shop (appliance, furniture, shoe, non-vehicle)	One per 250 sq. ft. of usable floor area
	Restaurants, carry out	One per 75 sq. ft. of usable floor area
	Restaurants, fast-food, drive-in, drive-through	One per 75 sq. ft. of usable floor area plus ten stacking spaces for the first drive-through lane and five stacking spaces per additional lane
	Restaurants, other	One per 60 sq. ft. of usable floor area
	Retail store	One per 225 sq. ft. of usable floor area
	Rifle range	One per target area plus five
	School, beauty	Two per operator station plus three
	School, dance	One per 150 sq. ft. of dance floor area plus five
	Tattoo/body piercing studio	One per 100 sq. ft. of usable floor area
	Taxi stand	One per taxi
	Telemarketing	One per 25 sq. ft. of usable floor area or ten, whichever is greater
	Travel Agency	One per 250 sq. ft. of usable floor area
	Veterinarian clinic	One per 100 sq. ft. of usable floor area
(4) Office		
	Business and professional offices of architects, engineers, landscape architects, lawyers or similar allied professions	One per 225 sq. ft. of usable floor area
	Office, dental	Two per examination or treatment room plus three
	Office, medical	One per 100 sq. ft. of usable floor area or ten, whichever is greater
	Office, psychologist	Two per examination or treatment room plus three
	Blood and plasma office	One per 75 sq. ft. of usable floor area or eight, whichever is greater
(5) Industrial		
	Industrial establishments, research and testing laboratories	One per 250 sq. ft. of usable floor area plus one per company vehicle, or ten, whichever is greater
	Manufacturing establishment or establishment for production, processing, assembly, compounding, preparation, cleaning, servicing, testing, repair, or storage of materials, goods, or products, and business offices accessory thereto	One per 250 sq. ft. of usable floor area plus one space per company vehicle and piece of mobile equipment or ten, whichever is greater
	Wholesale and warehouse establishments	One per 250 sq. ft. of usable floor area
	Heavy equipment storage yard, lumber and building materials yard	One per 250 sq. ft. of usable show room or sales area plus one per company vehicle
	Cellular tower	Two

RECOMMENDATIONS

Existing Use	Existing Berkley Standard	Recommended Berkley Standard	ITE / ULI Recommendations	Notes
Office Uses				
Professional offices (business offices of architects, engineers, landscape architects, travel agency, psychologists, lawyers or similar allied professions)	1 per 225 UFA	1 per 300 UFA	3.3 per 1,000 GFA / 3.8 per 1,000 GFA	Renamed / regrouped
Medical and dental offices (including blood and plasma facilities)	1 per 100 UFA or 10 spaces, whichever is greater	1 per 225 UFA	4.3 per 1,000 GFA / 4.6 per 1,000 GFA	Renamed / regrouped
Industrial Uses				
General light industrial establishments, research and testing laboratories	1 per 250 UFA, plus 1 per company vehicle, or 10, whichever is greater	1 per 800 UFA	1.2 per 1,000 GFA	Renamed
Manufacturing (or establishment for production, processing, assembly, compounding, preparation, cleaning, servicing, testing, repair, or storage of materials, goods, or products)	1 per 250 UFA, plus 1 space per company vehicle and piece of mobile equipment or 10, whichever is greater	1 per 750 UFA	1.4 per 1,000 GFA	
Wholesale and warehouse establishments	1 per 250 UFA	1 per 1,500 UFA	0.6 per 1,000 GFA	
Heavy equipment storage yard, lumber and building materials yard	1 per 250 UFA show room or sales area, plus 1 per company vehicle	1 per 500 UFA for a showroom / sales area, plus 1 dedicated space per company vehicle	-	Same as retail, if use present

ADDITIONAL RECOMMENDATION(S):

- Add other uses such as a: self-storage facility, smoking lounge, secondhand shop, pet grooming/pet boarding facility, artisan/maker-space, community incubator kitchen, drive-thru, all State of Michigan Group Homes (e.g., adult foster care, child care home, foster care), and transitional housing/shelters.

Sec. 138-220. Parking dimensions.

- (a) *Standard.* A basic residential or commercial parking space shall be an accessible rectangle having a width of nine feet and a length of 20 feet.
- (b) *Compact.* Compact car spaces shall be an accessible rectangle having a width of eight feet and a length of 16 feet. Compact car spaces shall account for no more than 30 percent of the total parking requirement and be clearly signed for "small cars only."
- (c) *Adjacent to walls and other structures.* When a parking space is located adjacent to a fixed object, such as a wall, fence, or support post, which interferes with the opening of any vehicle door, the width of the space shall be increased by one foot. Such parking spaces shall be located on the premises they are intended to serve.

Sec. 138-221. Barrier free parking requirements.

Each parking lot that serves a building, except single and two-family dwelling units, shall have a number of level parking spaces, identified by an above-grade sign placed six feet above grade which indicates the spaces are reserved for physically handicapped persons. Parking for the handicapped shall comply with the State of Michigan Barrier-Free Rules, Michigan Public Act No. 1 of 1996, as amended, and the adopted city building code. The number of barrier-free spaces required is as follows:

Total Parking Spaces in Parking Lot	Required Number of Barrier Free Parking Spaces
Up to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2% of total
Over 1000	20 (plus 1 for each 100 over 1000)

Sec. 138-222. Parking lot location, design, and construction.

- (a) *Single- and two-family residential uses.*
 - (1) *Location.* The off-street parking facilities required for single- and two-family dwellings shall be located on the same lot or plot of ground as the buildings they are intended to serve.
 - (2) *Commercial vehicles.*
 - a. A commercial vehicle is defined as a truck, pick up truck, sedan or panel van, including tractors, trailers, semi-trailers, and step vans used for the transportation or delivery of goods or merchandise or used in the business occupation of the current resident. No commercial vehicle shall have a height greater than ten feet and a length greater than 24 feet.
 - b. Parking of the following vehicles for more than 48 hours shall be prohibited in any residential district:
 - Semi-tractor;
 - Tow truck;
 - Cement truck;

RECOMMENDATIONS

SEC. 138-220. PARKING DIMENSIONS.

Add provision (d) to allow minor vehicle overhang onto non-landscaped green spaces or other unused surfaces. Sample language to consider:

(d) Parking stall length may be reduced from 20-feet to 18-feet when the vehicle overhang is positioned over open green space or would not interfere with pedestrian access. Where a parking space directly abuts a pedestrian walkway, the walkway must be a minimum of 7-feet in width to accommodate pedestrian access.

SEC. 138-221. BARRIER-FREE PARKING.

Revise the table to account for the minimum of required van-accessible parking spaces. Consider adding a zoning graphic to illustrate the difference between striping standards for barrier-free vs. van-accessible parking spaces. Sample language to consider:

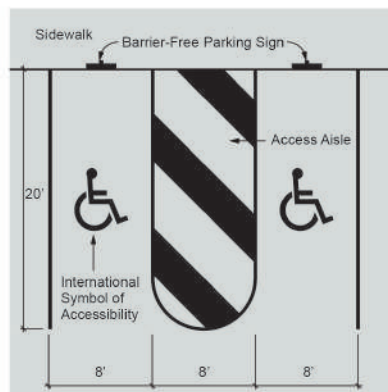
Each parking lot that serves a building, except one- and two-family dwelling units, must provide parking that meets the requirements for barrier-free access. A barrier-free route of travel from accessible parking spaces to the nearest barrier-free building approach must also be provided. The minimum number of barrier-free spaces is required, as described in the following table:

Total Number of Off-Street Parking Spaces	Total Minimum Number of Barrier-Free Spaces Required	Minimum Number of Spaces that must be Sized for Van-Accessible
Up to 25	1 total	At least 1
26 to 50	2 total	
51 to 75	3 total	
76 to 100	4 total	
101 to 150	5 total	
151 to 200	6 total	
201 to 300	7 total	
301 to 400	8 total	
401 to 500	9 total	At least 2
501 to 1,000	2% of total parking provided	At least 1/6 of total barrier-free spaces
1,001 and greater	20, plus 1 for each 100 over 1,000	At least 1/6 of total barrier-free spaces

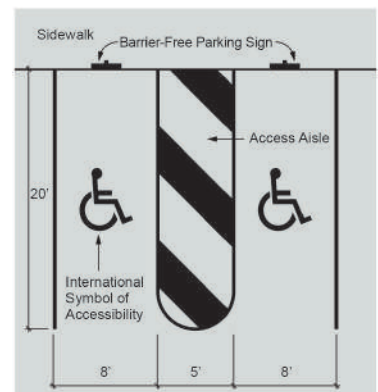
Zoning Graphic Example:

Barrier-Free Parking Space Layout and Dimensions

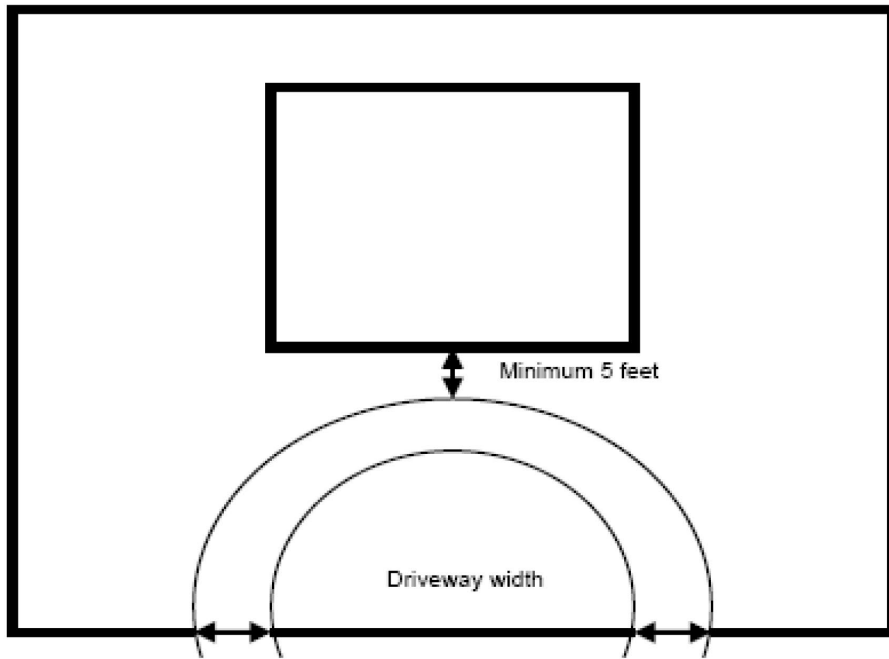
Van Accessible



Standard



- Flat-bed truck whose bed exceeds 10 feet;
 - Tank body truck;
 - Cherry pickers;
 - Dump truck;
 - Stake truck whose bed exceeds ten feet; or
 - Any type of construction or industrial equipment but not limited to bull dozers and hi-lo's, or vehicles equipped with open racks for transporting glass, lumber or any type of extended materials.
- c. All permitted commercial vehicles shall be currently licensed and operative. Vehicles shall be limited to those used by current residents.
- (3) *Residential drive ways.*
- a. *Number of driveways.*
1. *For parcels less than 100 feet wide.* No more than one driveway and approach per dwelling unit shall be permitted.
 2. *For parcels 100 feet or more in width.* A circular driveway with two approaches on the same street is permitted. Circular driveways shall not exceed 10 feet in width and shall not be less than 5 feet from the front building line. The driveway shall not be less than 5 feet from the side lot line as measured along the front lot line. Total pavement within the front yard shall not exceed 35% of the front yard.



3. *For parcels 100 feet or more in width and a corner lot.* In addition to the circular driveway described above, a separate driveway and approach from the side street is permitted if garage access is required.

RECOMMENDATIONS

SEC. 138-222. PARKING LOT LOCATION, DESIGN, AND CONSTRUCTION.

Streamline the residential section and revise the zoning graphics to be more user friendly.

Organize the residential driveway standards into a table, based on the frontage of the parcels.

ADDITIONAL RECOMMENDATION(S):

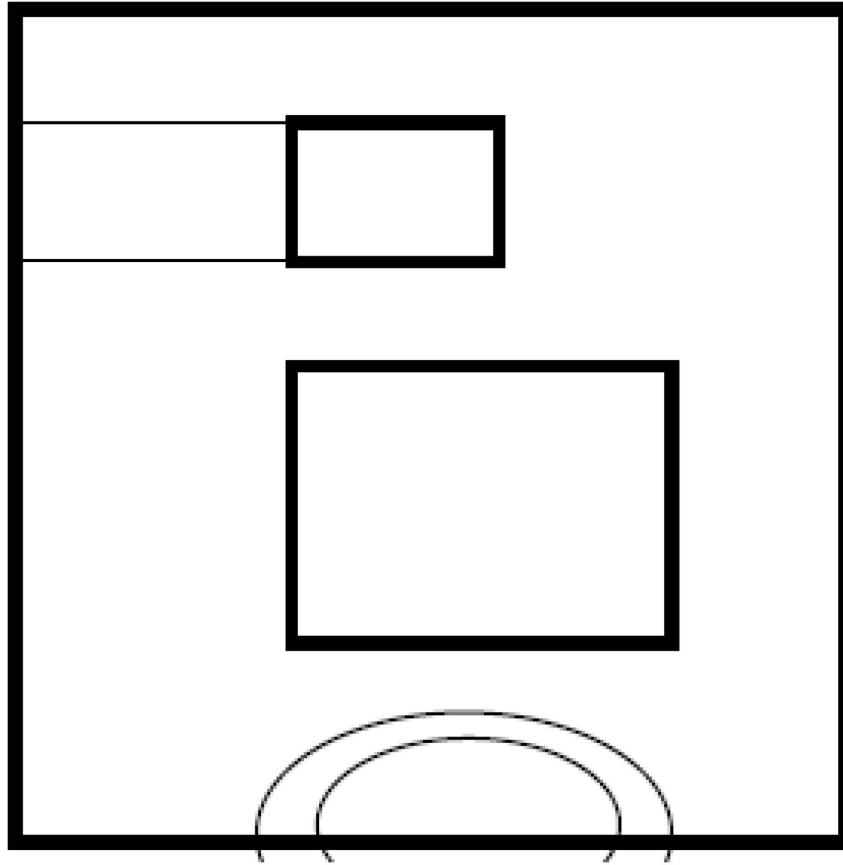
- Provide standards for Access Management to ensure safe, efficient travel for all street users. Such standards are an important tool to alleviate conflicts between vehicles, pedestrians, and bicycles.. Sample language to consider:

Driveway Spacing. The minimum space between two non-residential driveways on the same side of the road is determined by posted speed limits along the parcel frontage. The minimum spacings indicated below are measured from centerline to centerline, as follows in the table to below.

Modifications. The Planning Commission may modify access management upon consideration of the following:

- *The standards would prevent reasonable access to the site or access via a shared driveway or service/frontage road is not possible due to the presence of existing buildings or topographic conditions.*
- *Roadway improvements (such as the addition of a traffic signal, center turn lane, or bypass lane) will be made to improve overall traffic operations prior to project completion, or occupancy of the building.*
- *The use involves the redesign of an existing development or a new use which will generate less traffic than the previous use.*
- *The proposed location and design are supported by the Michigan Department of Transportation (MDOT) as an acceptable design under the existing site conditions. The Commission may also request the applicant provide a traffic impact study to support the requested access design.*
- *Where there is a change in use or expansion at a site that does not comply with standards of this Zoning Ordinance, the Commission may determine the amount of upgrade needed in consideration of the existing and expected traffic pattern and the capability to meet the standards to the extent practical.*

Posted Speed Limit (MPH)	Minimum Spacing Required Between Driveways
25 MPH	130 feet
30 MPH	185 feet
35 MPH	245 feet
40 MPH	300 feet
45 MPH	350 feet
50+ MPH	455+ feet



- b. *Parking in the side and rear yards.* No parking shall be permitted on any residential lot or combination of residential lots, in the side or rear yards except upon a hard surface material.
- c. *Recreation vehicles.* Recreation vehicles, as defined in chapter 70, mobile homes, trailers, and recreational vehicles of the City Code, shall be stored in a garage or in the rear yard. See section 70-3, Parking outside of licensed park, for further requirements.
- d. *Parking in the front yard.* No parking shall be permitted on any residential lot or combination of residential lots, in any portion of the area extending between the residential structure and the public street, except upon a driveway area, parking strip or garage existing to the side of the residential structure.

RECOMMENDATIONS

SEC. 138-222. PARKING LOT LOCATION, DESIGN, AND CONSTRUCTION.

No additional changes recommended to this section.

ADDITIONAL RECOMMENDATION(S):

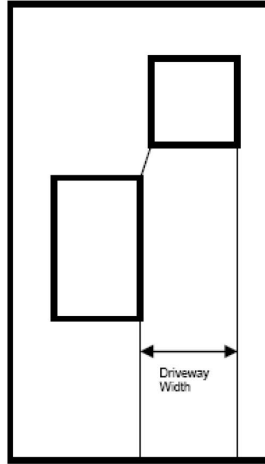
- Incentivize and provide standards for Cross Access between properties. This could be a requirement for new construction (over a certain threshold) and/or for development such as a PUD or special land use. Otherwise, it could remain a best practice or recommendation for the developer. Integration of cross access on site plans will likely require effort by the Community Development Department, in order to mobilize property owners to see the shared benefit in such an arrangement.

Sample language to consider:

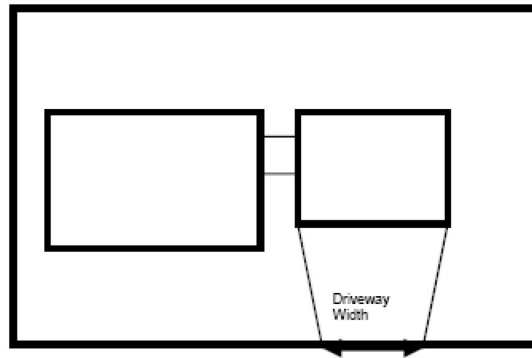
Cross access drive(s) are an easement which will permit the use of the drive for traffic circulation to provide ingress and egress to the two or more properties. All non-one or two-family residential developments should/must permit pedestrian and vehicle cross access for adjacent non-one or two-family sites.

Cross access agreements must be in a recordable form, approved by the City Attorney and will run with the land and benefit/burden the heirs, assigns and transferees of the properties to be served by the drives. The easement must specify the means by which the drives will be maintained, including a specification of responsible parties for snow plowing, repair, and other maintenance practices.

Thee applicant must have the easement(s) recorded with the Oakland County Register of Deeds office and submit a copy to the city for permanent records.



- e. *Interior lots.* The width of the driveway area or parking strip shall not exceed 16 feet between the front building line and the front lot line.
- f. *Interior lots with attached garages.* The width of a driveway area or parking strip shall not exceed the width of the garage and shall taper uniformly to a width of 16 feet at the front lot line.

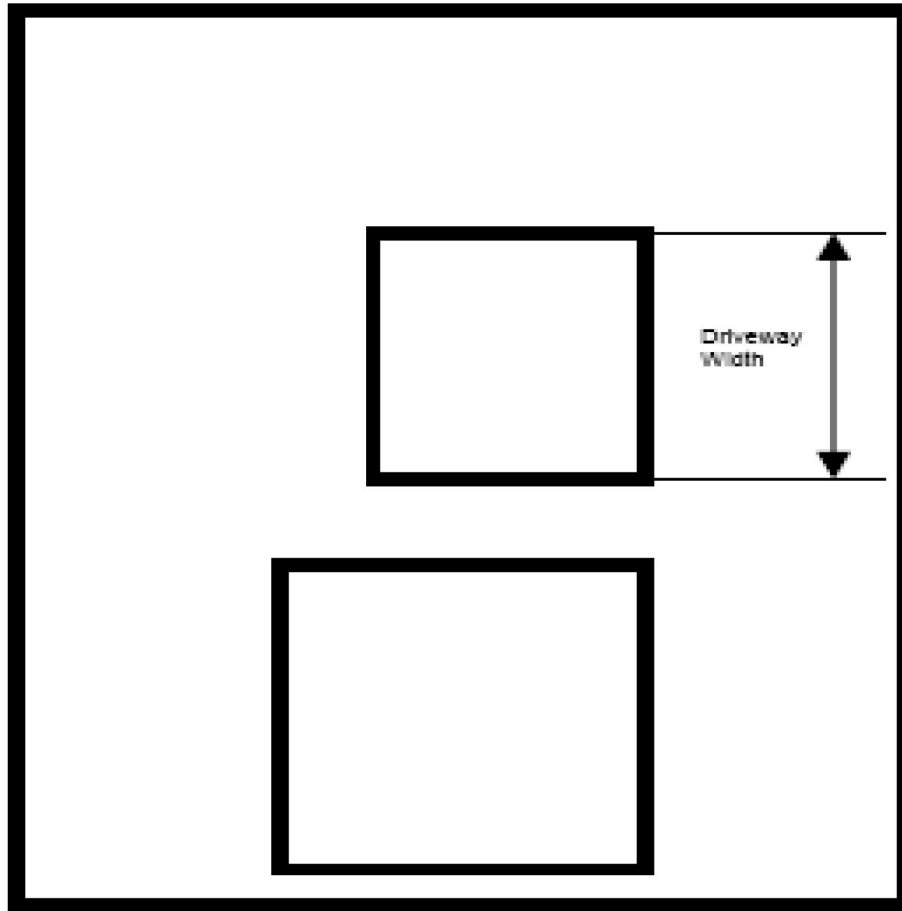


- g. *Corner lots.* Garages on corner lots shall be rotated so the driveway accesses the side street. See section 33-115, accessory buildings and structures, for setback requirements. The width of a driveway area or parking strip shall not exceed 20 feet or the width of the garage, whichever is greater. The width of the driveway may be maintained to the side lot line.

RECOMMENDATIONS

SEC. 138-222. PARKING LOT LOCATION, DESIGN, AND CONSTRUCTION.

No changes recommended.



- h. *Lots fronting on Greenfield.* Those residential lots fronting on Greenfield Road between 12 Mile Road and Catalpa shall be permitted a driveway approach not exceeding 20 feet in width in the area between the lot line and the street curb wherein parking in an east-west direction shall be permitted, subject to all other parking regulations.
 - i. *Lots backing to Coolidge.* Those residential lots backing to Coolidge between Twelve Mile Road and Webster that have a driveway and approach onto Coolidge as of June 19, 2008 shall be allowed to maintain and replace said driveway and approach. No additional driveways or approaches onto this portion of Coolidge shall be permitted.
- (b) *Multiple-family uses.*
- (1) *Location.* The off-street parking facilities required for single- and two-family dwellings shall be located on the same lot or plot of ground as the buildings they are intended to serve.
 - (2) *Commercial vehicles.*
 - a. A commercial vehicle is defined as a truck, pick up truck, sedan or panel van, including tractors, trailers, semi-trailers, and step vans used for the transportation or delivery of goods or merchandise or used in the business occupation of the current resident. No

RECOMMENDATIONS

SEC. 138-222. PARKING LOT LOCATION, DESIGN, AND CONSTRUCTION.

No changes recommended.

commercial vehicle shall have a height greater than ten feet and a length greater than 24 feet.

- b. Parking of the following vehicles for more than 48 hours shall be prohibited in any residential district:
- Semi-tractor;
 - Tow truck;
 - Cement truck;
 - Flat-bed truck whose bed exceeds ten feet;
 - Tank body truck;
 - Cherry pickers;
 - Dump truck;
 - Stake truck whose bed exceeds ten feet; or
 - Any type of construction or industrial equipment but not limited to bull dozers and hi-lo's, or vehicles equipped with open racks for transporting glass, lumber or any type of extended materials.
- c. All permitted commercial vehicles shall be currently licensed and operative. Vehicles shall be limited to those used by current residents.

(3) *Design.*

- a. *Parking lot ingress and egress.* Adequate ingress to the parking lot by means of clearly limited and defined drives shall be provided for all vehicles.
- b. *Backing onto public right-of-way.* Backing a vehicle onto or from public rights-of-way (public alley excepted) is prohibited in all areas except residential areas. Parking spaces shall be designed and arranged so that it is more convenient for the parking space user to accomplish the necessary backing movements on the private property than it is to work onto or from the public rights-of-way.
- c. *Screenwalls.* Where parking and/or off-street loading areas for business, office or industry are abutting a residential district, a six-foot obscuring masonry wall shall be constructed on the property line of such abutting districts. See article III "General Provisions," division 2 "Fences," for further screenwall requirements. Ownership shall be shown of all lots or parcels intended for use as parking by an applicant when an application for a building permit or certificate of occupancy is filed.
- d. *Attendant shelters.* Not more than one building for shelter of attendants shall be erected upon any given parking area and each such building shall not be more than 50 sq. ft. in area nor more than ten feet in height.
- e. *Aisle widths.* Aisle widths shall be required as follows to maintain vehicular and pedestrian safety. The planning commission may alter or revise the aisle width requirements if the commission finds that strict application of said requirements would endanger pedestrians or vehicular traffic.

RECOMMENDATIONS

SEC. 138-222. PARKING LOT LOCATION, DESIGN, AND CONSTRUCTION.

Update the zoning graphic: Parking Layouts to include the compact car layout.

Modernize the 90-degree parking dimensions from 64-feet in width, to 62-feet in width and stripe the spaces with the following:

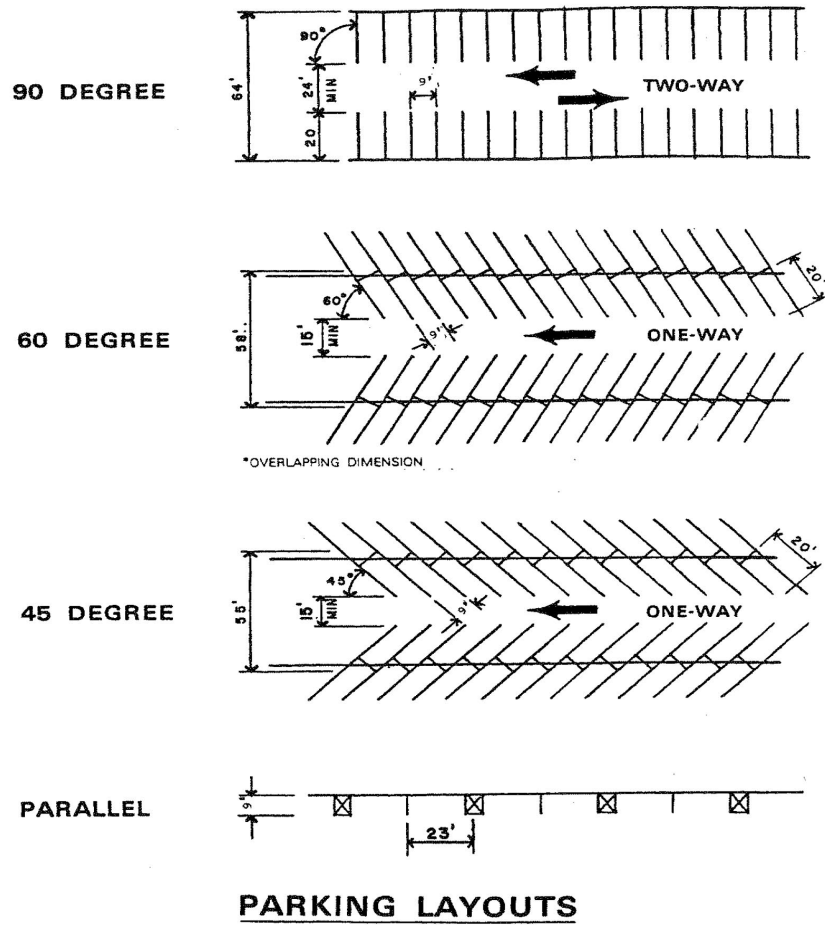
- 18-foot long parking space
- 26-foot wide drive aisle
- 18-foot long parking space

Modernize the 60-degree parking dimensions with a reduction to the overall width to 54-feet (currently 58-feet).

Modernize the 45-degree parking dimensions with a reduction to the overall width to 50-feet (currently 55-feet).

Remove provisions (c)(1)a and (c)(1)b as these have been revised and relocated to Sec. 138-218(B): Flexibility in Standards.

See the parking graphic on the following page for a detail of the revised parking dimensions.



(c) *Non-residential uses.*

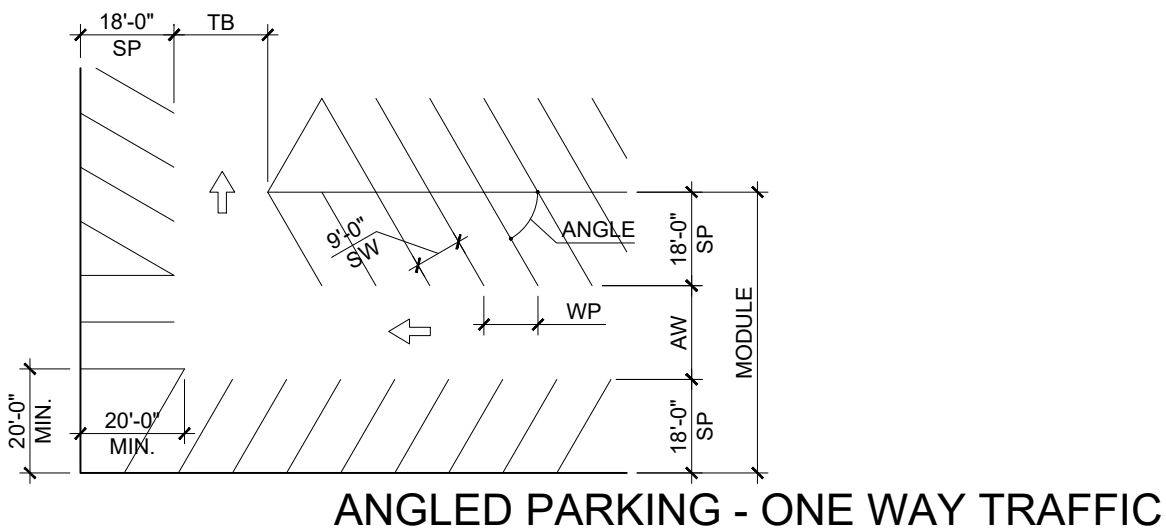
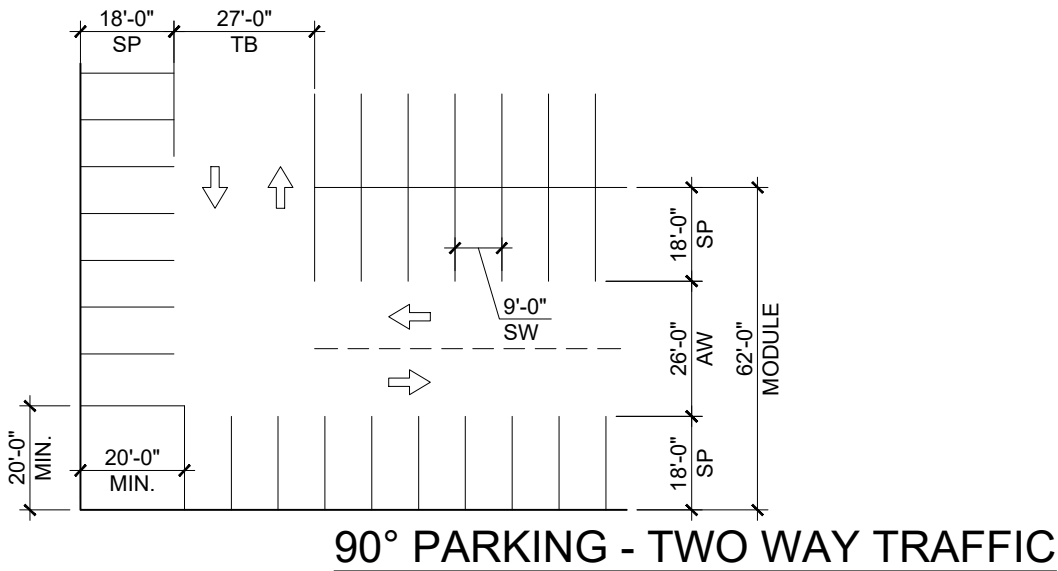
(1) *Location.*

- a. Required off-street for non-residential uses shall be on the same lot or within 500 feet of the building or use it is intended to serve, measured without crossing Twelve Mile Road, Coolidge Highway, Greenfield Road, Woodward Avenue, or Catalpa Drive from the nearest point of the required off-street parking facility.
- b. If a non-residential use is within 500 feet of a municipal parking lot, without crossing a major thoroughfare, no on-premise parking shall be required.
- c. No parking lots shall be permitted as a principal use in a zoning district other than the parking district (P-1).

(2) *Design.*

- a. *Parking lot ingress and egress.* Adequate ingress to the parking lot by means of clearly limited and defined drives shall be provided for all vehicles.

RECOMMENDATIONS



BASIC PARKING DIMENSIONS						
ANGLE	SW	SP	WP	AW	TB	MODULE
45	9'-0"	18'-0"	12'-9"	16'-0"	16'-0"	52'-0"
60	9'-0"	18'-0"	10'-5"	18'-0"	18'-0"	54'-0"
65	9'-0"	18'-0"	9'-11"	18'-6"	18'-6"	55'-0"
70	9'-0"	18'-0"	9'-7"	19'-0"	19'-0"	56'-0"
75	9'-0"	18'-0"	9'-4"	19'-6"	19'-6"	57'-0"
90	9'-0"	18'-0"	9'-0"	26'-0"	27'-0"	62'-0"

ABBREVIATION DEFINITIONS:

- SW = STRIPE WIDTH
- SP = STRIPE PROJECTION
- WP = WIDTH PROJECTION
- AW = AISLE WIDTH
- TB = TURNING BAY

- b. *Backing onto public right-of-way.* Backing a vehicle onto or from public rights-of-way (public alley excepted) is prohibited in all areas except residential areas. Parking spaces shall be designed and arranged so that it is more convenient for the parking space user to accomplish the necessary backing movements on the private property than it is to work onto or from the public rights-of-way.
 - c. *Screenwalls.* Where parking and/or off-street loading areas for business, office or industry are abutting a residential district, a six-foot obscuring masonry wall shall be constructed on the property line of such abutting districts. See article III "General Provisions," division 2 "Fences," for further screenwall requirements. Ownership shall be shown of all lots or parcels intended for use as parking by an applicant when an application for a building permit or certificate of occupancy is filed.
 - d. *Attendant shelters.* Not more than one building for shelter of attendants shall be erected upon any given parking area and each such building shall not be more than 50 sq. ft. in area nor more than ten feet in height.
 - e. *Aisle widths.* Aisle widths shall be required as follows to maintain vehicular and pedestrian safety. The planning commission may alter or revise the aisle width requirements if the commission finds that strict application of said requirements would endanger pedestrians or vehicular traffic.
- (d) *Construction.* All parking areas and drives shall be provided with paving having an asphaltic or portland cement binder at least 4 inches in depth so as to provide a permanent, durable, and dustless surface. Single family residential driveways may be constructed of masonry pavers. All parking areas shall be graded and drained so as to dispose of all surface water accumulated within the area according to Oakland County requirements prior to the issuance of an occupancy permit. Approaches shall be provided with paving having a portland cement binder at least 6 inches in depth. Approaches shall have a 2 foot flare on each side of the driveway.

Permeable pavement materials may be permitted, upon the review and recommendation by the city engineer. The planning commission shall have the authority to approve alternative paving materials in non-residential districts, based on the recommendation of the city engineer.

A zoning certificate shall be required for all driveway replacement and construction.

Sec. 138-223. Lighting and signage.

- (a) *Marking of parking lots.* All parking spaces shall be clearly marked to facilitate movement and to help maintain an orderly parking arrangement.
- (b) *Parking lot directional signs.* Directional signs and arrows and appropriate paving marking shall be installed and maintained by the owner or applicant to control the direction of traffic flows, as deemed necessary by the planning commission. All signs shall conform to the provisions in chapter 94, "Signs" of the Berkley City Code.
- (c) *Lighting of off-street parking areas.* Except for single-family and two-family residential parking lots, all parking lots shall be lighted after dark throughout the hours when they are accessible to the public. Such lighting shall not exceed an intensity of five footcandles nor shall it be less than 1½ footcandles at pavement level. The installation of such lighting shall be hooded or shielded as to reflect the light away from abutting or neighboring property.

Sec. 138-224. Restrictions.

Required off-street parking space shall be for the use of occupants, employees, visitors, customers, clients, and patrons and shall be free of charge. Under no circumstances shall it be used for other than parking purposes, or allowed to become unusable (except for temporary repairs). Use of parking space for vehicles for sale, trucks, wrecked or junked vehicles or the repair or storage of vehicles is prohibited. No vehicle shall be parked in a required off-street parking area for a period longer than 48 hours. Loading spaces as required in this chapter shall not be construed as supplying off-street parking space.

RECOMMENDATIONS

SEC. 138-223. LIGHTING AND SIGNAGE.

No changes are recommended at this time.

SEC. 138-224. RESTRICTIONS.

No changes are recommended at this time.

Sec. 138-225. Maintenance and administration.

- (a) *Applications.* The amount of required off-street parking space shall be stated on an application for a building permit to build a new building or enlargement of an existing building or a business license.
- (b) *Certificate of occupancy.* No certificate of occupancy and use will be issued upon completion of any building or extension or addition thereto unless and until all off-street parking and loading space requirements shown on the plans, or made a part of the building permit, shall be in place and ready for use.
- (c) *Maintenance.* All paving, directional devices and protective equipment, landscaping and other equipment furnished or required on the parking facility shall be maintained by the owner or tenant to insure safe pedestrian movement, vehicular operation, adequate protection of adjoining properties and to present a neat and attractive appearance.
- (d) *Violations.* A violation of the requirements of this section shall be a misdemeanor.

Sec. 138-226. Parking requirement modification during site plan review.

An applicant for site plan approval may request the planning commission to modify the minimum numerical parking requirements of this chapter for off-street parking applicable to the proposed use, based upon the applicant's demonstration that a different parking standard would be more appropriate.

An approved deviation from the ordinance standard will be tied to the specific use and site plan approved and will not apply after the use on the site terminates or changes to another use. The planning commission may grant a parking modification up to ten percent of the total parking requirement for a particular use, as noted in section 138-219.

The planning commission shall have the authority and discretion to grant or deny the requested modification based on consideration of the following factors:

- (1) Current or anticipated levels of employees and/or patrons;
- (2) Peak period usage versus normal usage;
- (3) Banked or reserved parking for future use;
- (4) Opportunities to provide or accommodate green space, additional landscaping and to minimize impervious areas on the site;
- (5) Provision of valet parking or other means of accommodating parking off-site that will not overburden public parking and is a reasonable alternative to on-site parking. Further, the applicant must demonstrate that such valet parking will be available for the days and times needed and will not conflict with other businesses that share the same parking facility or valet service;
- (6) Neighborhood or other surrounding characteristics justify the requested deviation;
- (7) Strict application of the ordinance would unreasonably hinder development of the site for a permitted use, and an alternate parking requirement would be appropriate;
- (8) Modification will not negatively impact public parking in the city;
- (9) Proximity of the site to local or regional transit, including but not limited to SMART bus stops, bicycle sharing stations, lite rail, etc.

Any planning commission modification under this section shall be contingent on the continuing use of the property as approved. Any change in the use, scope or intensity of the property use will invoke reinstatement and application of the standard parking requirements of this chapter.

This section shall apply to all site plans on file with the city and awaiting review and approval as of the date of adoption of this ordinance and thereafter.

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(Supp. No. 18)

RECOMMENDATIONS

SEC. 138-225. MAINTENANCE AND ADMINISTRATION.

No changes are recommended at this time.

SEC. 138-226. PARKING REQUIREMENT MODIFICATION DURING SITE PLAN REVIEW.

Remove this section as it was revised and relocated to Sec. 138-218(B): Flexibility in Standards.

PART II - CODE OF ORDINANCES
Chapter 138 - ZONING
ARTICLE IV. - OFF-STREET PARKING AND LOADING
DIVISION 2. OFF-STREET LOADING

DIVISION 2. OFF-STREET LOADING

Sec. 138-256. General requirements.

- (a) *Location and screening.* All required loading berths shall be located on the same lot as the use served. All motor vehicle loading berths shall be screened in accordance with the provisions of article V, division 9, of this chapter and with additional screening as determined necessary by the planning commission pursuant to article V, division 10, of this chapter. No loading berth shall be located in a front yard.
- (b) *Size.* A required off-street loading berth shall be at least 12 feet in width by 30 feet in length, exclusive of aisle and maneuvering space, and shall have a vertical clearance of 15 feet.
- (c) *Access.* Each required off-street loading berth shall be designed with appropriate means of vehicular access to a street or alley in a manner which will least interfere with traffic movement.
- (d) *Surfacing.* All open off-street loading berths shall be provided with pavement having asphaltic or Portland cement binder so as to provide a permanent, durable and dustless surface. All loading berths shall be graded and drained so as to dispose of all surface water accumulated within the area prior to the issuance of an occupancy permit.
- (e) *Repair and service.* No motor vehicle repair work or service of any kind shall be permitted in conjunction with loading facilities.

Sec. 138-257. Specific requirements.

- (a) Any institutional use, as defined in section 138-219, where the building floor area exceeds 10,000 sq. ft. in area, shall provide a single off-street loading space.
- (b) Any commercial use, as defined in section 138-219, where the building floor area exceeds 10,000 sq. ft. in area, shall provide a single off-street loading space. If the floor area exceeds 20,000 sq. ft., two off-street loading spaces shall be required.
- (c) Any office use, as defined in section 138-219, where the building floor area exceeds 15,000 sq. ft. in area, shall provide a single off-street loading space.
- (d) Any industrial use, as defined in section 138-219, where the building floor area exceeds 10,000 sq. ft. in area, shall provide a single off-street loading space. If the floor area exceeds 20,000 sq. ft., two off-street loading spaces shall be required.

RECOMMENDATIONS

SEC. 138-256. GENERAL REQUIREMENTS.

Revise all references to "loading berths" to be noted as "loading zones".

SEC. 138-257. SPECIFIC REQUIREMENTS.

Organize the number of loading zones required into a table, based on the type and square footage of the subject use.

Eliminate the need for office uses to provide a dedicated off-street loading space.

Allow the Planning Commission to consider a waiver or reduction to the requirement number and/or size of loading zones. Sample language to consider:

The Planning Commission may modify or waive the requirement for a loading zone (number and size) and loading zone screening, upon determination that adequate loading space is available to serve the building/use, or that provision of such a loading zone is unnecessary for the use.

PART II - CODE OF ORDINANCES
Chapter 138 - ZONING
ARTICLE IV. - OFF-STREET PARKING AND LOADING
DIVISION 3. BICYCLE PARKING REQUIREMENTS

DIVISION 3. BICYCLE PARKING REQUIREMENTS

Sec. 138-266. Purpose.

The parking standards contained herein are intended to encourage public transit, bicycle usage and walking in lieu of automobiles. The requirements apply to bicycle parking on private property. For bicycle parking standards in the public right-of-way, see section 106-51.

Sec. 138-267. Requirements.

- (a) *Number.* A single inverted U or loop-style bicycle rack or another approved bicycle rack that will accommodate two bicycles shall be required when a parking lot is developed or an existing parking lot is resurfaced (including removal of asphalt but not including repair). In lieu of installing a bicycle rack on private property, the city may require the applicant to provide a bicycle rack in the public right-of-way within the same block said property is located. In these cases, the city shall install the bicycle rack and shall require that the fee for the bicycle rack as determined by city council be accompanied with the permit fee for the parking lot.
- (b) *Location.* Bicycle parking shall be visible from a main entrance of the structure or facility. Bicycle racks shall be securely anchored to the ground and shall allow the bicycle wheel and frame to be locked to the bicycle rack.
- (c) *Size.* Each bicycle parking space shall be sufficient to accommodate a bicycle at least six feet in length and two feet wide. Bicycle racks shall be installed no closer than two feet from a wall or parked vehicle. The bicycle rack shall be located where access is not restricted by legally parked vehicles.
- (d) *Maintenance.* The surfacing of bicycle parking facilities shall be designed and maintained to be clear of mud and snow.
- (e) *Design.* Required bicycle parking shall consist of a fixed bicycle rack, such as a hoop style rack or another type of rack that meets these standards.



RECOMMENDATIONS

SEC. 138-266. PURPOSE.

No changes are recommended at this time.

SEC. 138-267. REQUIREMENTS.

No changes are recommended at this time.



However, the City of Berkley recognizes that the installation of bicycle racks of innovative designs improves Berkley's transportation infrastructure and enhances the city's image as a livable city. Other designs will be considered. The following factors should be considered in developing and shall be considered in approving an individual design:

- (1) Caneable? (Can be detected by visually impaired person using cane to navigate)
- (2) Tripping hazard? (Nothing sticking out into pedestrian path of travel)
- (3) Lockable? (Able to use a standard U-lock with the rack)
- (4) Frame-restable? (36" height to allow leaning a bike against)
- (5) Child proof? (Child can't put head through space and become trapped)
- (6) Powder-coat or stainless-steel surface for durability
- (7) Tamper-proof bolts? (Securing rack to service walk or parking lot)



Styles that cannot ensure security and capacity shall not be approved. Below are some examples of such designs.



RECOMMENDATIONS

SEC. 138-267. REQUIREMENTS.

No changes are recommended at this time.



Sec. 138-268. Parking credit.

Bicycle parking may be used to reduce the number of required off-street parking spaces. Existing developments may elect to reduce the required off-street parking by two car parking spaces by providing four bicycle parking spaces (i.e., by installing two inverted U, loop style, or other approved style of bicycle rack).

Sec. 138-269. Approval process.

For new developments, the bike rack location and design shall be approved by the planning commission as part of site plan review. If a parking lot is being resurfaced, the bike rack location and design shall be approved by the building official as part of the building permit.

RECOMMENDATIONS

SEC. 138-268. PARKING CREDIT.

Reference Sec. 138-218(B): Flexibility in Standards.

SEC. 138-269. APPROVAL PROCESS.

Consider specifying that administrative review by the Community Development Director is also allowed for the review of new bike facilities, to encourage the addition of bicycle infrastructure at existing sites.

August 14, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the special land use for the occupation of 2790 Coolidge Highway to be used as a law office in the Downtown District, on the east side of Coolidge Highway, south of Franklin Road requested by applicant Bradley Devries on behalf of Pinch Law.

Ayes:

Nays:

Motion:



CITY OF BERKLEY
COMMUNITY DEVELOPMENT
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: City Council
From: Kristen Kapelanski, Community Development Director
Subject: **PSU-01-23: 2790 Coolidge Highway**
Date: August 9, 2023

The applicant submitted plans for exterior and interior renovations to use the space at 2790 Coolidge as a law office.

Office use on the first floor in the Downtown District requires special land use approval. Per Section 38-657, the Planning Commission held a public hearing on the special land use on July 25, 2023 and recommended approval of the special land use request and approved the site plan. The City Council is asked to approve, approve with conditions or deny the special land use.

There were no comments received from the Department of Public Works or the Public Safety Department. Attached are the following reviews for the site plan and special land use submittal:

Planning Review from Community Development dated June 28, 2023

Community Development recommended approval of the site plan with conditions.

The review noted that the Planning Commission should waive the requirement for a minimum of 40% windows, allowing 30%, on the first floor of a building that fronts a street. The Planning Commission granted this waiver.

Summary and Recommendation

Special Land Use

Regarding the special land use, the City Council needs to make the following determination as to whether the application meets the standards in Section 138-653:

1. The proposed use will promote the use of land in a socially and economically desirable manner.
 2. The proposed use is necessary for the public convenience at that location.
 3. The proposed use is compatible with adjacent land uses.
-

4. The proposed use is designed so that the public health, safety and welfare shall be protected.
5. The proposed use will not cause injury to other property in the neighborhood.

If the City Council chooses to approve the special land use request, staff recommends the motion include a finding that the City Council determines that the standards of Section 138-653 have been met.



APPLICATION FOR SITE PLAN REVIEW

NOTICE TO APPLICANT: Applications for Site Plan review by the Planning Commission must be submitted to the City of Berkley Building Department in **substantially complete form** at least 30 days prior to the Planning Commission’s meeting at which the application will be considered. The application must be accompanied by the data specified in the Zoning Ordinance, including fully dimensioned site plans, plus the required review fees.

The Planning Commission meets the fourth Tuesday of the month at 7:00pm in the Council Chambers at the City of Berkley City Hall, 3338 Coolidge Hwy, Berkley, MI 48072.

TO BE COMPLETED BY APPLICANT:

I (We), the undersigned, do hereby respectfully request Site Plan Review and provide the following information to assist in the review:

Project Name: PINCH WAD

Applicant: BRADLEY DEVRIES

Mailing Address: _____

Telephone: _____

Applicant’s Legal Interest in Property: ARCHITECT

Email: _____

Property Owner(s), if different from Applicant: RAETHEL PINCH 135

Mailing Address: _____

Telephone: _____

Email: _____

LOCATION OF PROPERTY:

Street Address: _____

Nearest Cross Streets: COOLIDGE | FRANKLIN

Sidwell Number(s): _____

PROPERTY DESCRIPTION:

Provide lot numbers and subdivision: 25-17-155-01

Property Size (Square Feet): 2,640 SF (Acres): .06 Acres

EXISTING ZONING DISTRICT (please check):

- | | | |
|-------------------------------|--|--|
| <input type="checkbox"/> R-1A | <input type="checkbox"/> Local Business | <input type="checkbox"/> Coolidge |
| <input type="checkbox"/> R-1B | <input type="checkbox"/> Office | <input checked="" type="checkbox"/> Downtown |
| <input type="checkbox"/> R-1C | <input type="checkbox"/> Community Centerpiece | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> R-1D | <input type="checkbox"/> Woodward | <input type="checkbox"/> Cemetery |
| <input type="checkbox"/> RM | <input type="checkbox"/> Eleven Mile | <input type="checkbox"/> Parking |
| <input type="checkbox"/> RMH | <input type="checkbox"/> Twelve Mile | |

Present Use of Property:

VACANT

Proposed Use of Property:

OFFICE, FIRST FLOOR

Is the property located within the Downtown Development Authority? Yes No

PROJECT DESCRIPTION:

RENOVATE EXISTING BUILDING TO BE LAW OFFICE. IMPROVEMENTS INTERIOR AND EXTERIOR w/o ADDITIONS

Does the proposed project / use of property require Special Land Use approval? Yes No

Does the proposed project require Variance(s) from the Zoning Board of Appeals? Yes No

If yes, please describe Variances required:

PLEASE COMPLETE THE FOLLOWING CHART:

Type of Development	Number of Units	Gross Floor Area	Number of Parking Spaces On Site	Number of Employees on Largest Shift
Attached Residential				
Office	1	1012	REQUEST WAIVER	3
Commercial				
Industrial				
Other				

PROFESSIONALS WHO PREPARED PLANS:

A. Name: BRADLEY DEVRIES

Telephone: _____

Email: _____

Design Responsibility (engineer, surveyor, architect, etc.): ARCHITECT

B. Name: _____

Mailing Address: _____

Telephone: _____

Email: _____

Design Responsibility: _____

SUBMIT THE FOLLOWING:

1. Fifteen (15) individually folded copies of the site plans, measuring 24" x 36", sealed by a registered architect, engineer, or surveyor.
2. A pdf file of the site plans, submitted to the Community Development Director.
3. Proof of property ownership (title insurance policy or registered deed with County stamp).
4. Review comments or approval received from County, State or Federal agencies that have jurisdiction over the project, including, but not limited to:

- Road Commission for Oakland County
- MI Dept. of Transportation

- Oakland County Health Division
- MI Dept. of Environment, Great Lakes & Energy

PLEASE NOTE: The applicant, or a designated representative, **MUST BE PRESENT** at all scheduled meetings, or the Site Plan may be tabled due to lack of representation.

Failure to provide true and accurate information on this application shall provide sufficient grounds to deny approval of a Site Plan Application or to revoke any permits granted subsequent to the site plan approval.

We encourage applicants to make a presentation of the proposed project to the Planning Commission and City Council, as appropriate. To assist in this effort, we have available for your use at meetings a projector, laptop computer and screen. This will allow the Planning Commission and audience to be fully engaged so they can give your project the attention it deserves. Planning Commission meetings are recorded and televised.

PROPERTY OWNER'S APPROVAL: (Initial each line)

RMP I hereby authorize the employees and representatives of the City of Berkley to enter upon and conduct an inspection and investigation of the above-referenced property.

APPLICANT'S ENDORSEMENT: (Initial each line)

BD All information contained therein is true and accurate to the best of my knowledge.

BD I acknowledge that the Planning Commission will not review my application unless all information in this application and the Zoning Ordinance has been submitted. I further acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing or approval of this site plan application.

BD I hereby acknowledge that if engineering or other reviews are required, additional fees must be submitted. Should the review fees be greater than the required minimum, sufficient additional charges will be imposed to satisfy the additional review fees. All fee obligations must be satisfied prior to permit approval.

If an application is withdrawn more than three (3) weeks prior to the meeting date, 90% of the fee will be refunded. If the application is withdrawn less than three (3) weeks prior to the meeting, no refund will be given.


Signature of Applicant

5.21.23
Date

BRADLEY DEVRIES
Applicant Name (Print)


Signature of Applicant

6/12/2023
Date

Rachel M. Pinch
Applicant Name (Print)


Signature of Property Owner Authorizing this Application

6/12/2023
Date

Rachel M. Pinch
Property Owner Name (Print)

OFFICE USE ONLY

Received _____ Receipt # _____ Meeting Date _____ Case # _____

Fees:

Site Plan Review \$600 **Plus Escrow:** Multi-family \$660 Commercial \$1,100

Administrative: \$300 Extension \$200

Engineering: Multi-family Full Site \$1,500 Escrow \$800 Commercial Full Site \$1,300 Escrow \$800
Multi-family Partial Site \$1000 Escrow \$800 Commercial Partial Site \$800 Escrow \$800



APPLICATION FOR SPECIAL LAND USE REVIEW

NOTICE TO APPLICANT: Applications for Special Land Use review by the Planning Commission must be submitted to the City of Berkley Building Department in **substantially complete form** at least 30 days prior to the Planning Commission’s meeting at which the application will be considered. The application must be accompanied by the data specified in the Zoning Ordinance, including fully dimensioned site plans, plus the required review fee.

The Planning Commission will hold the required *public hearing* and will make a recommendation to the City Council. Special Land Use approval shall be obtained from the City Council.

The Planning Commission meets the fourth Tuesday of the month at 7:00pm in the Council Chambers at the City of Berkley City Hall, 3338 Coolidge Hwy, Berkley, MI 48072. The City Council meets the first and third Mondays of the month at 7:00pm in the Council Chambers at the City of Berkley City Hall, 3338 Coolidge Hwy, Berkley, MI 48072.

TO BE COMPLETED BY APPLICANT:

I (We), the undersigned, do hereby respectfully request Special Land Use Review and provide the following information to assist in the review:

Project Name: PINCH LAW

Applicant: BRADLEY DEVRIES

Mailing Address: _____

Telephone: _____

Email: _____

Property Owner(s), if different from Applicant: RACHEL PINCH

Mailing Address: _____

Telephone: _____

Email: _____

Applicant’s Legal Interest in Property: Leasehold

LOCATION OF PROPERTY:

Street Address: 2790 COOLIDGE

Nearest Cross Streets: COOLIDGE / FRANKLIN

Sidwell Number(s): 25-17-155-001

PROPERTY DESCRIPTION:

Provide lot numbers and subdivision: 25-17-155-01

Property Size (Square Feet): 2640 SF (Acres): .06 ACRE

EXISTING ZONING DISTRICT (please check):

- | | | |
|-------------------------------|--|--|
| <input type="checkbox"/> R-1A | <input type="checkbox"/> Local Business | <input type="checkbox"/> Coolidge |
| <input type="checkbox"/> R-1B | <input type="checkbox"/> Office | <input checked="" type="checkbox"/> Downtown |
| <input type="checkbox"/> R-1C | <input type="checkbox"/> Community Centerpiece | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> R-1D | <input type="checkbox"/> Woodward | <input type="checkbox"/> Cemetery |
| <input type="checkbox"/> RM | <input type="checkbox"/> Eleven Mile | <input type="checkbox"/> Parking |
| <input type="checkbox"/> RMH | <input type="checkbox"/> Twelve Mile | |

Present Use of Property: VACANT

Proposed Use of Property: OFFICE, FIRST FLOOR

Is the property located within the Downtown Development Authority? Yes No

PROJECT DESCRIPTION:

RENOVATE EXISTING BUILDING TO BE LAW OFFICE. IMPROVEMENTS
INTERIOR & EXTERIOR w/D ADDITIONS

Does the proposed project / use of property require Site Plan Approval? Yes No

Does the proposed project require Variance(s) from the Zoning Board of Appeals? Yes No

If yes, describe the variances that will be required: _____

PLEASE COMPLETE THE FOLLOWING CHART:

Type of Development	Number of Units	Gross Floor Area	Number of Parking Spaces On Site	Number of Employees on Largest Shift
Attached Residential				
Office	1	1012 SF	REQUEST WAITING	3
Commercial				
Industrial				
Other				

STANDARDS FOR SPECIAL LAND USE APPROVAL:

To be considered for Special Land Use approval, the Planning Commission and City Council shall consider the following standards. Please address **how** the proposed use satisfies each standard, as specified in Section 138-653.

1. The proposed use will promote the use of land in a socially and economically desirable manner.

ALTHOUGH VACANT, THE BUILDING WAS MOST RECENTLY USED AS A CLINIC/OFFICE. REUSING FOR A SIMILAR USE IS ECONOMICAL.

2. The proposed use is necessary for the public convenience at that location.

THE PROPOSED USE DOES NOT DEVIATE FROM PAST USE OR SIMILAR NEIGHBORING USES.

3. The proposed use is compatible with adjacent land uses.

THERE ARE SIMILAR USES IN THE EXISTING CONTEXT INCLUDING SEYMOUR SCHWARTZ (2799 COOLIDGE) AND FOLIO (2838 COOLIDGE)

4. The proposed use is designed so that the public health, safety and welfare shall be protected.

THE BUILDING WILL BE BROUGHT UP TO CODE AND DEFERRED MAINTENANCE WILL BE ADDRESSED.

5. The proposed use will not cause injury to other property in the neighborhood.

THE EXISTING BUILDING WILL REMAIN, BUT WILL BE IMPROVED, CAUSING BENEFIT TO ADJACENT PROPERTY.

PROFESSIONALS WHO PREPARED PLANS:

A. Name: BRADLEY DEVRIES
Mailing Address: _____
Telephone: _____
Email: _____
Design Responsibility (engineer, surveyor, architect, etc.): ARCHITECT

B. Name: _____
Mailing Address: _____
Telephone: _____
Email: _____
Design Responsibility: _____

SUBMIT THE FOLLOWING:

1. Ten (10) individually folded copies of the site plans, measuring 24" x 36", sealed by a registered architect, engineer, or surveyor. If copies are submitted simultaneously for Site Plan Review, then submittal of ten (10) additional copies is not necessary.
2. A pdf file of the plan and any supporting documents, emailed to the Community Development Director.
3. Proof of property ownership (title insurance policy or registered deed with County stamp).

PLEASE NOTE: The applicant, or a designated representative, **MUST BE PRESENT** at all scheduled meetings, or the Special Land Use request may be tabled due to lack of representation.

Failure to provide true and accurate information on this application shall provide sufficient grounds to deny approval of a Special Land Use application or to revoke any permits granted subsequent to the Site Plan Approval.

We encourage applicants to make a presentation of the proposed project to the Planning Commission and City Council, as appropriate. To assist in this effort, we have available for your use at meetings a projector, laptop computer and screen. This will allow the Planning Commission and audience to be fully engaged so they can give your project the attention it deserves. Planning Commission and City Council meetings are recorded and televised.

PROPERTY OWNER'S APPROVAL: (Initial each line)

RMP I hereby authorize and give permission for the City of Berkley to install one or more temporary signs on my property, in order to notify the public of the required public hearing related to the Special Land Use request.

RMP I hereby authorize the employees and representatives of the City of Berkley to enter upon and conduct an inspection and investigation of the above referenced property in relation to the above request.

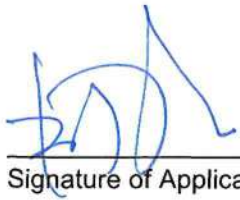
APPLICANT'S ENDORSEMENT: (Initial each line)

BD All information contained therein is true and accurate to the best of my knowledge.

BD I acknowledge that the Planning Commission will not review my application unless all information in this application and the Zoning Ordinance has been submitted.

BD I acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing or approval of this Special Land Use application.

If an application is withdrawn more than three (3) weeks prior to the meeting date, 90% of the fee will be refunded. If the application is withdrawn less than three (3) weeks prior to the meeting, no refund will be given.



5-21-23

Signature of Applicant

Date

BRADLEY DEVLIES

Applicant Name (Print)

Rachel M. Pinch

6/12/2023

Signature of Applicant

Date

Rachel M. Pinch

Applicant Name (Print)

Rachel M. Pinch

6/12/2023

Signature of Property Owner Authorizing this Application

Date

Rachel M. Pinch

Property Owner Name (Print)

OFFICE USE ONLY

Received _____ Receipt # _____ Meeting Date _____ Case # _____

Fee: Special Land Use \$1,000.00

THE CITY OF BERKLEY
Community Development Department
3338 Coolidge, Berkley, Michigan 48072
(248) 658-3320

NOTICE OF PUBLIC MEETING
BERKLEY PLANNING COMMISSION

NOTICE IS HEREBY GIVEN, in accordance with Section 138-656 of the Berkley City Code, that there will be a meeting of the Berkley Planning Commission to be held at the City of Berkley in the Council Chambers, 3338 Coolidge Hwy, Berkley Michigan, on **Tuesday, July 17, 2023** at 7:00pm, or as near thereto as the matter may be reached.

APPLICATION PSU-01-23

Bradley Devries, on behalf of Pinch Law, 2790 Coolidge, Parcel 25-17-155-001 is requesting Special Land Use approval to occupy an existing building as a first floor office in the Downtown District.

Complete application information is available for review at www.berkleymich.org/urbanplanning.

Comments regarding the request may be made in person on the night of the meeting or may be made in writing. All written comments must be submitted to the Building Department or email to planning@berkleymich.net before 5:00p.m on the date of the Planning Commission meeting.

You can watch the meeting: <https://www.berkleymich.org/livestream/index.php>

KRISTEN KAPELANSKI
COMMUNITY DEVELOPMENT DIRECTOR

Publish Once:
Royal Oak Tribune
Friday, July 5, 2023



SLOWTIDE.STUDIO,
ARCHITECTS

1145 W LONG LAKE ROAD - SUITE 110
BLOOMFIELD HILLS - MICHIGAN - 48302
HELLO @ SLOWTIDE.STUDIO & 248.891.2737

PINCH LAW

2790 COOLIDGE - BERKLEY - MICHIGAN - 48072

SPECIAL LAND USE & SITE PLAN REVIEW APPLICATION DRAWINGS

06 - 13 - 2023

12	9	6	3
11	8	5	2
10	7	4	1

USE THE SHEET INDEX GRID AS A REFERENCE TO LOCATE DRAWINGS ON INDIVIDUAL SHEETS WITHIN THE SET.

- DO NOT SCALE DRAWINGS. CONSULT OWNER IF DIMENSIONAL QUESTION ARISES.
- CONTRACTOR SHALL PROVIDE ALL ITEMS, ARTICLES, MATERIALS, AND OPERATIONS SCHEDULED INCLUDING ALL LABOR, MATERIALS, AND INCIDENTALS REQUIRED FOR COMPLETION.
- ALL CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES/LAWS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL APPLICABLE BUILDING AND OTHER PERMITS REQUIRED FOR THE COMPLETION OF THE WORK.
- ALL DIMENSIONAL LUMBER, PLYWOOD, PARTICLE BOARD, FITTING, AND BLOCKING SHALL BE PRESSURE TREATED/UL CERTIFIED NON-COMBUSTIBLE.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS AT THE JOB SITE.
- NOTIFY THE ARCHITECT OR OWNER PRIOR TO COMMENCING WORK OF ANY DISCREPANCIES, CONFLICTS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS. AN ADDENDUM WILL BE ISSUED AS NECESSARY AND WILL BECOME A PART OF THE CONTRACT DOCUMENTS. FOR THOSE DISCREPANCIES NOT BROUGHT TO THE ATTENTION OF THE OWNER, IT WILL BE ASSUMED THAT THE CONTRACTOR HAS BID THE MORE EXPENSIVE METHOD OF CONSTRUCTION.
- COORDINATE ALL WORK BEFORE AND DURING CONSTRUCTION WITH ALL OTHER AFFECTED TRADES.
- WHERE INTERFACES DEVELOP, NOTIFY OWNER FOR RESOLUTION OF CONFLICT.
- CONTRACTORS ARE RESPONSIBLE FOR COORDINATING WORK ON ALL SHEETS WITHIN, NOT JUST SHEETS NAMED IN ACCORDANCE WITH TRADE NAME.
- ALL DRAWINGS WITHIN SET ARE SET ON ARCH D (24" X 36") PAPER.

PINCH LAW PROPOSES TO RENOVATE THE EXISTING, VACANT BUILDING INTO A LAW OFFICE.

EXTERIOR IMPROVEMENTS INCLUDE NEW FACADE MATERIALS, NEW ASPHALT SHINGLES, NEW OPENINGS, NEW WINDOWS, NEW DOORS, AND NEW LIGHTING. THE SITE WILL REMAIN AS-IS.

INTERIOR IMPROVEMENTS WILL INCLUDE A REVISED FLOOR PLAN WITH ONE PRIVATE OFFICE, ONE CONFERENCE ROOM, ONE RESTROOM, ONE KITCHENETTE, ONE RECEPTION AREA, ONE LOBBY, AND STORAGE AREAS.

BUILD-OUT WILL INCLUDE NEW FRAMING, DRYWALL, FLOORING, AND REQUISITE FINISHES AS WELL AS NEW ELECTRICAL, LIGHTING, PLUMBING, AND DUCTWORK AS REQUIRED TO ACCOMMODATE THE ALTERATION PLANS.

A NEW ADA COMPLIANT INTERIOR RAMP WILL BE ADDED TO UNIFY UNEVEN FLOOR LEVELS.

- G- 0.01 TITLE SHEET
- G- 0.02 GENERAL NOTES
- G- 0.06 SCHEDULES - PROJECT
- C- 1.00 SITE PLAN - ARCHITECTURAL
- A- 1.01 FLOOR PLAN - FIRST FLOOR
- A- 2.01 ELEVATIONS - EXTERIOR

PROJECT DESCRIPTION 6

SHEET LIST 3

SHEET INDEX 11

PROJECT NOTES 8

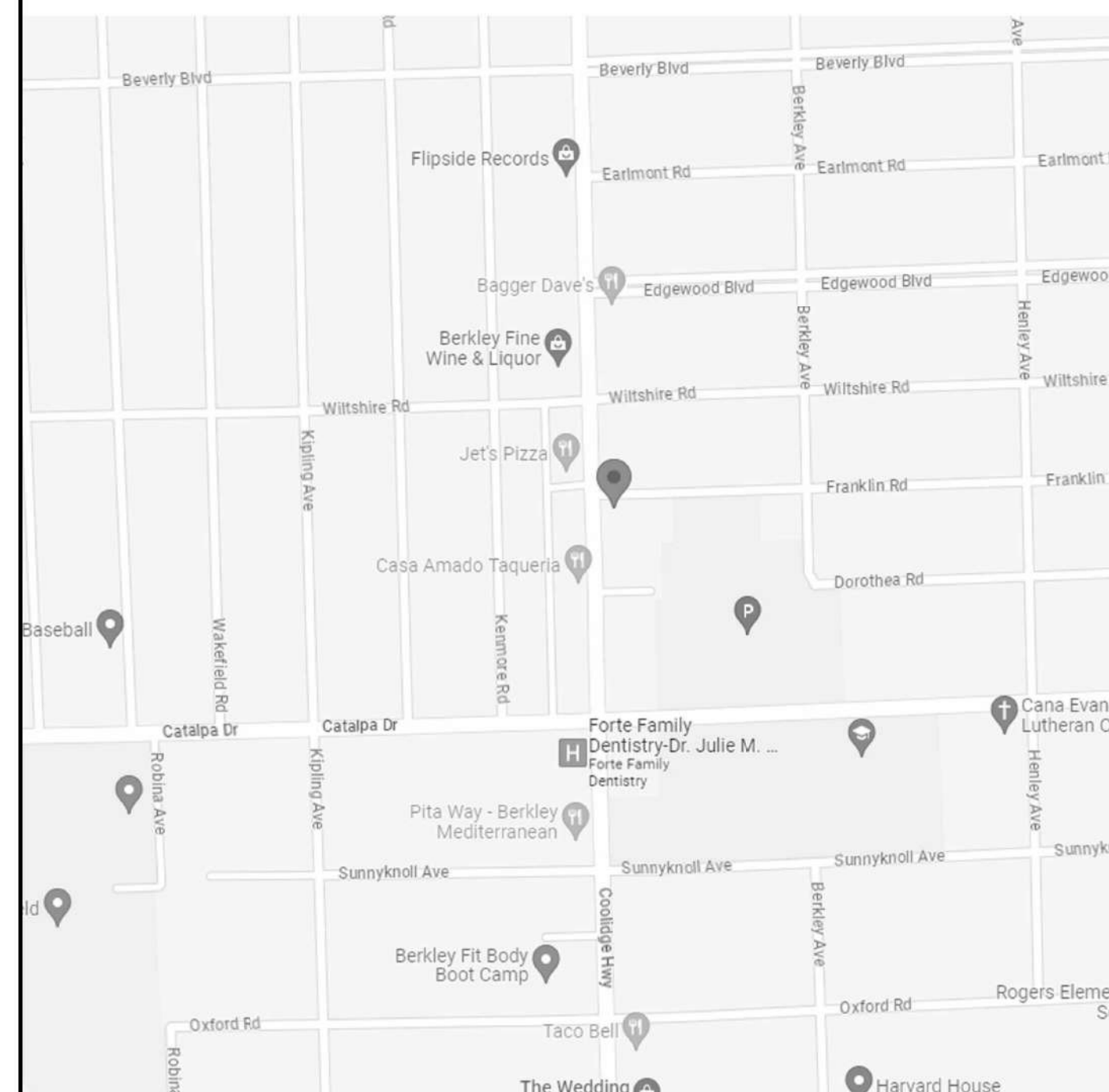
ARCHITECT
SLOWTIDE.STUDIO, ARCHITECTS
1145 W. LONG LAKE ROAD, SUITE 110
BLOOMFIELD HILLS - MICHIGAN - 48302
CONTACT - BRADLEY DEVRIES
T - 248 - 891 - 2737
E - BDV @ SLOWTIDE.STUDIO

STRUCTURAL ENGINEER
TBD

CLIENT / BUILDING OWNER
RACHEL PINCH
3150 LIVERNOIS ROAD, SUITE 350
TROY - MICHIGAN - 48063
CONTACT - RACHEL PINCH
T - 248 - 244 - 3900
E - RACHEL.PINCH @ GMAIL.COM

MEP ENGINEER
TBD

GENERAL CONTRACTOR
2105 CLIFFSIDE DRIVE
WIXOM - MICHIGAN - 48393
CONTACT - MARK PISCO
T - 248 - 521 - 4949
E - MPISCO @ RENAISSANCEBUILDING.COM



VICINITY MAP 7

DOWNTOWN DISTRICT
PRESENT USE OF PROPERTY: VACANT OFFICE, FIRST FLOOR (SPECIAL LAND USE)
PROPOSED USE OF PROPERTY: OFFICE, FIRST FLOOR (SPECIAL LAND USE)

INTENSITY & DIMENSIONAL STANDARDS AND COMPLIANCE

MIN. LOT AREA	NONE	(COMPLIES)
LOT AREA	2,640 SF	(COMPLIES)
MIN. LOT WIDTH	NONE	(COMPLIES)
LOT WIDTH	20' - 0"	(COMPLIES)
MIN. FRONT SETBACK	NONE	(COMPLIES)
FRONT SETBACK	0' - 0"	(COMPLIES)
MIN. SIDE SETBACK	NONE	(COMPLIES)
SIDE SETBACK, N	0' - 0"	(COMPLIES)
SIDE SETBACK, S	0' - 0"	(COMPLIES)
MIN. REAR SETBACK	10' - 0"	(COMPLIES)
REAR SETBACK	64' - 7"	(COMPLIES)
MAX. HEIGHT	NONE	(COMPLIES)
HEIGHT	14' - 4 5/8"	(COMPLIES)
MAX. LOT COVERAGE	NONE	(COMPLIES)
LOT COVERAGE, IMPERVIOUS	100%	(COMPLIES)
MAX. F.A.R.	NONE	(COMPLIES)
F.A.R.	38%	(COMPLIES)
PARKING CALCULATION	1 PER 225 SF	(COMPLIES)
PARKING SPACE REQUIREMENT	5 PARKING SPACES	(COMPLIES)
PARKING SPACES PROVIDED	0*	(COMPLIES)
* IF A NON-RESIDENTIAL USE IS WITHIN 500 FEET OF A MUNICIPAL PARKING LOT, WITHOUT CROSSING A MAJOR THOROUGHFARE, NO ON-PREMISE PARKING SHALL BE REQUIRED.		
DISTANCE TO MUNICIPAL LOT	110' - 10"	(COMPLIES)
FRONT GLAZING REQUIREMENT	40% - 80%	(COMPLIES)
FRONT GLAZING	34.6%	(COMPLIES)
* REQUEST WAIVER, AS PROPOSAL INCREASES GLAZING FROM (E) 7.6%.		
MIN. FRONT GLAZING SILL HEIGHT	36"	(COMPLIES)
FRONT GLAZING SILL HEIGHT	36"	(COMPLIES)
REQUIRED ENTRANCE LOCATION	FRONT SIDE	(EXISTING NON-COMPLIANT)
ENTRANCE LOCATION		

PROPERTY ADDRESS:
2790 COOLIDGE
BERKLEY - MICHIGAN - 48072

PROPERTY INFORMATION:
PARCEL ID: 25-17-155-001
ZONING: DOWNTOWN DISTRICT
LOT AREA: 0.06 ACRES, 2,604 SF
YEAR BUILT: 1947
NUMBER OF BUILDINGS: 1
NUMBER OF STORIES: 1
BUILDING AREA: 1,012 SF
HEIGHT: ± 14' - 4 5/8"
CONSTRUCTION TYPE: I11B

PROJECT INFORMATION 2

- 2015 MICHIGAN REHABILITATION CODE FOR EXISTING BUILDINGS (MRCEB) - PERSPECTIVE COMPLIANCE METHOD - CHANGE OF OCCUPANCY
- 2015 MICHIGAN MECHANICAL CODE (MMC)
- 2018 MICHIGAN PLUMBING CODE (MPC)
- 2014 NATIONAL ELECTRIC CODE, WITH PART 8 AMENDMENTS (NEC)
- 2013 STANDARD, ASHRAE 90.1
- 2009 STANDARD, ANSI A17.1

PROJECT DIRECTORY 10

ORDINANCE REVIEW 4

APPLICABLE CODES 1

PINCH LAW

TITLE SHEET

2790 COOLIDGE - BERKLEY - MICHIGAN - 48072

SPECIAL LAND USE & SITE PLAN REVIEW APPLICATION DRAWINGS



PROJECT ISSUE DATE:
06 - 13 - 2023

G-0.01



SLOWTIDE .STUDIO,
ARCHITECTS

1145 W LONG LAKE ROAD - SUITE 110
BLOOMFIELD HILLS - MICHIGAN - 48302
HELLO @ SLOWTIDE.STUDIO & 248.891.2737

PINCH LAW

2790 COOLIDGE - BERKLEY - MICHIGAN - 48072

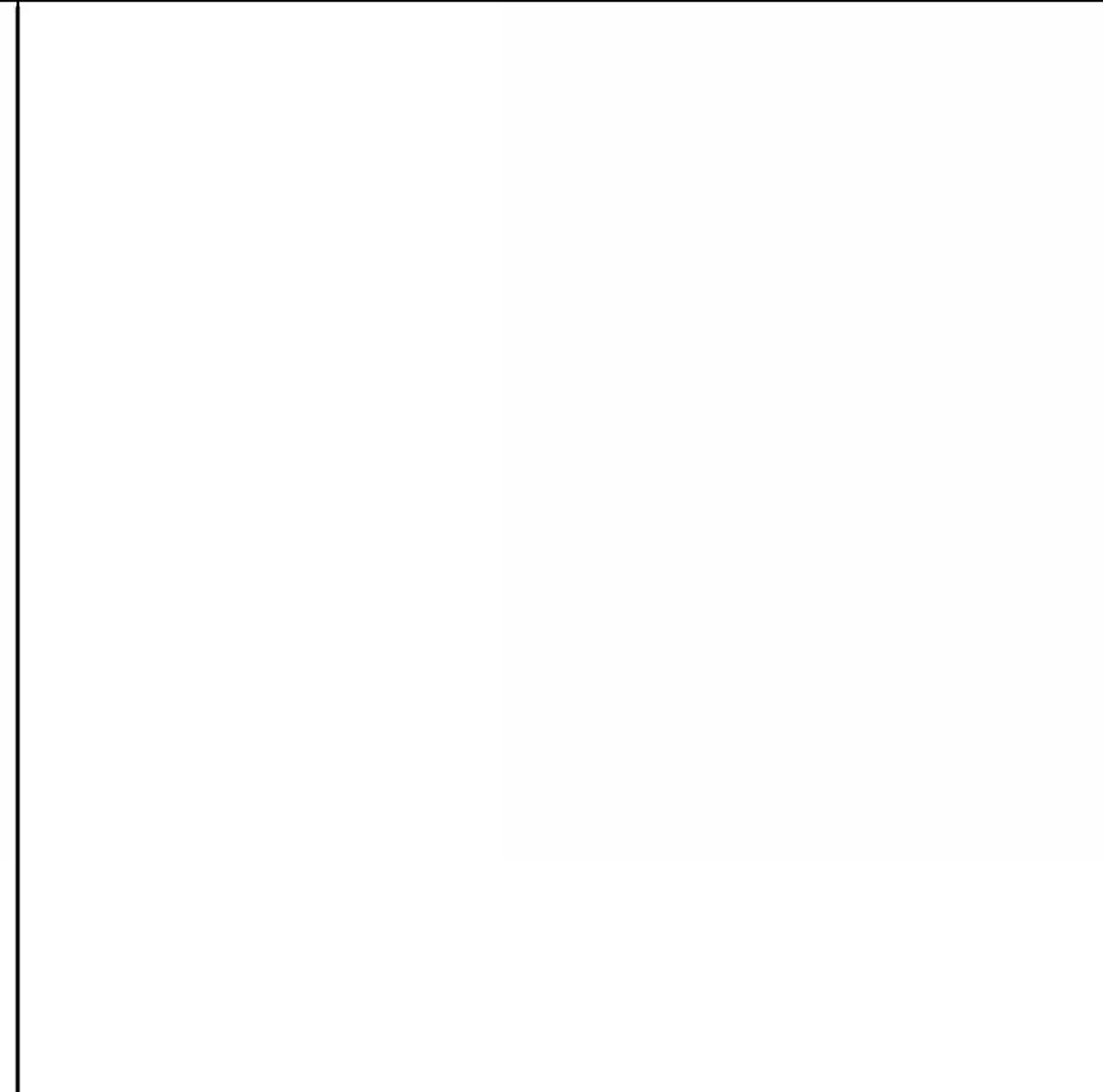
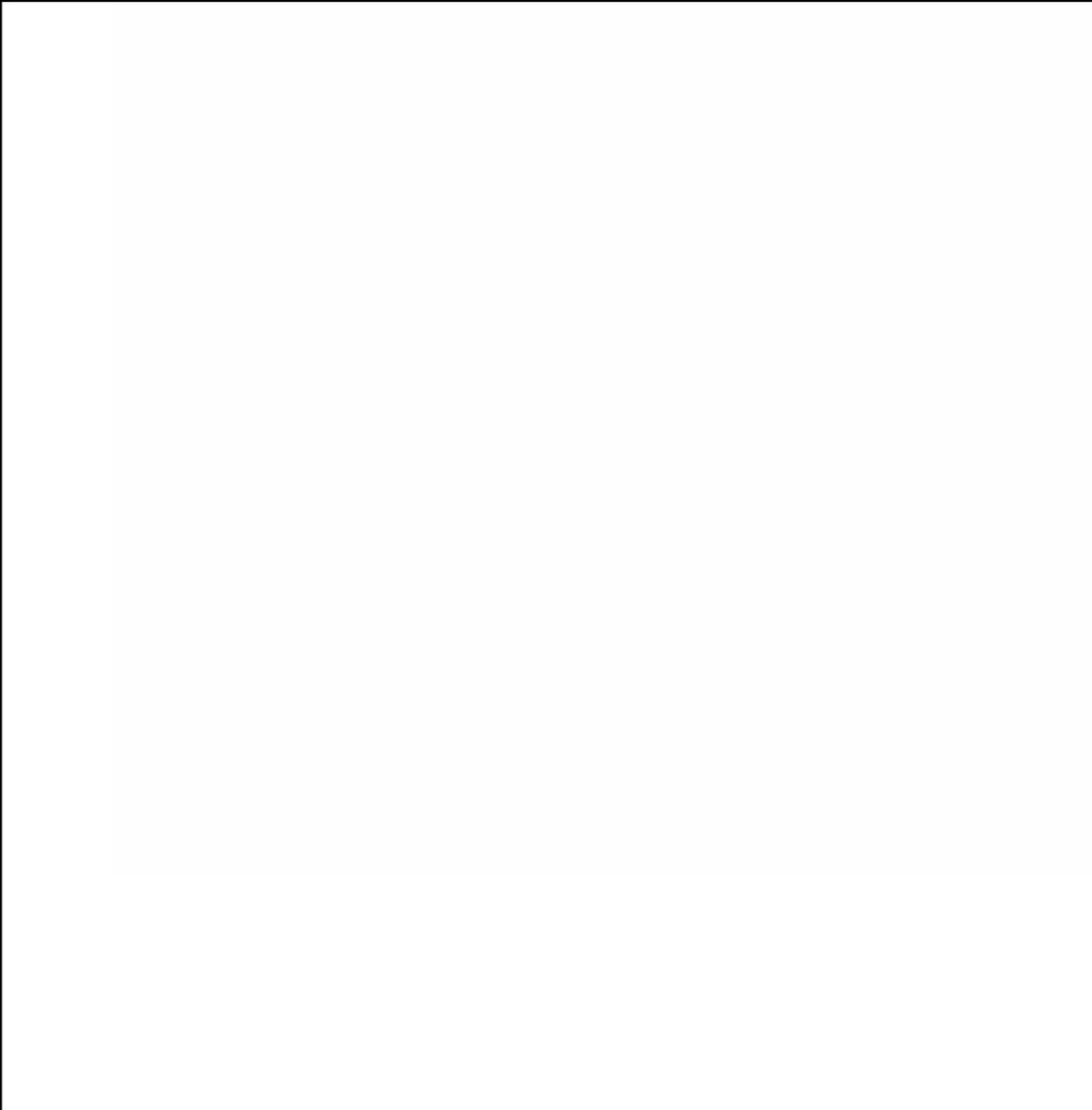
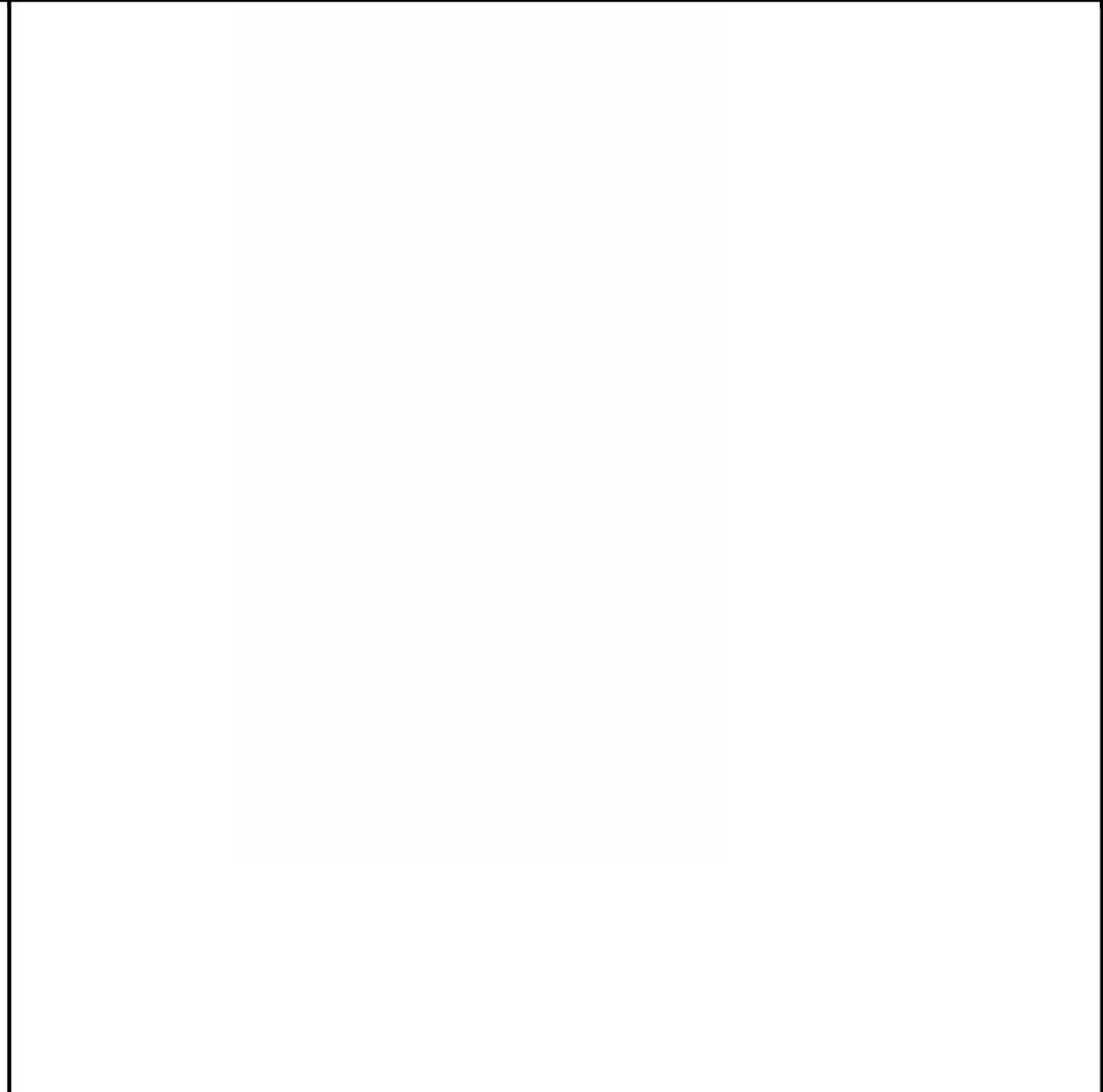
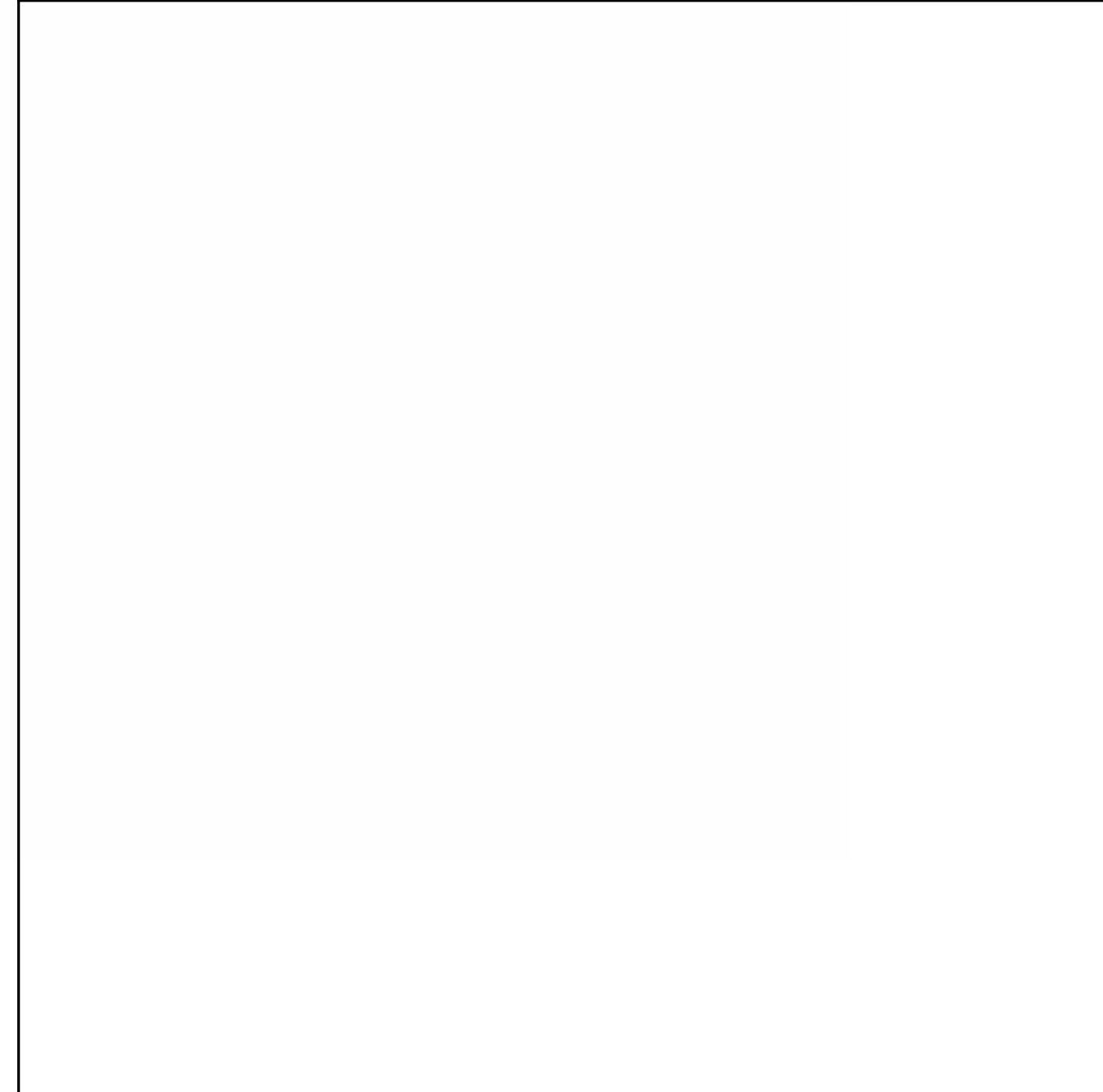
GENERAL NOTES

SPECIAL LAND USE & SITE PLAN REVIEW APPLICATION DRAWINGS



PROJECT ISSUE DATE:
06 - 13 - 2023

G-
0.02



/	AND
>	ANGLE
@	AT
+	HEIGHT ABOVE
ABV	ABOVE
ADJ	ADJUSTABLE
AP	ACCESS PANEL
APPROX	APPROXIMATE
BB	BASEBOARD
BEL	BELOW
BO	BOTTOM OF
CB	CASEWORK
CMU	CONCRETE MASONRY UNIT
D	DEPTH
DIM	DIMENSION
DN	DOWN
DW	DISHWASHER
(E)	EXISTING
E	EAST
EF	EXHAUST FAN
ELEC	ELECTRIC
EP	ELECTRICAL PANEL
EQ	EQUAL
EXT	EXTERIOR
FC	FAUCET
FD	FLOOR DRAIN
FL	FLOOR
FF	FINISH FLOOR
GA	GAUGE
GD	GARBAGE DISPOSAL
GR	GRADE
GYP	GYPSUM WALLBOARD
H	HEIGHT
HVAC	HEATING, VENTILATION, AND AIR CONDITIONING
INCL	INCLUDE
INT	INTERIOR
LT	LIGHT
LV	LAVATORY
MAX	MAXIMUM
MIN	MINIMUM
MR	MIRROR
MT	METAL
N	NORTH
O.C.	ON CENTER
PD	PAPER DISPENSER
PT	PAINT
RCP	REFLECTED CEILING PLAN
RF	REFRIGERATOR
REF	REFERENCE
RK	RACK
S	SOUTH
SF	SQUARE FOOTAGE
SK	SKIN
SIM	SIMILAR
SP	SPEAKER
SPEC	SPECIFIED
ST	STONE
TL	TILE
TO	TOP OF
TP	TOILET PAPER
TV	TELEVISION
TYP	TYPICAL
VH	VENTILATION HOOD
VIF	VERIFY IN FIELD
W	WEST
W	WIDTH
WD	WOOD
WH	WATER HEATER

	ASPHALT PAVING
	CONCRETE
	GRAVEL
	GRASS / EARTH
	MOSAIC TILE
	SQUARE TILE (VARIOUS)
	MASONRY
	GYPSUM
	CENTERLINE
	LOT LINE
	HIDDEN, ABOVE, BELOW
	COLD WATER SUPPLY (SIZED PER CODE)
	HOT WATER SUPPLY (SIZED PER CODE)
	SANITARY SEWER (SIZED PER CODE)

	NORTH ARROW
	CENTERLINE
	DETAIL
	EXTERIOR ELEVATION
	INTERIOR ELEVATION
	LEVEL HEAD
	DIMENSION STRING
	ROOM TAG
	SECTION TAG
	WALL TAG
	DOOR TAG
	WINDOW TAG

	PROJECT NORTH TRUE NORTH
	AREA REFERENCE SHEET NUMBER SHEET NUMBER
	DIRECTION OF ELEVATION SHEET NUMBER SHEET NUMBER
	DIRECTION OF ELEVATION SHEET NUMBER SHEET NUMBER
	LEVEL NAME 5' - 8"
	1 5/8"
	ROOM NAME ROOM NUMBER BUILDING LEVEL
	DIRECTION OF SECTION SHEET NUMBER SHEET NUMBER
	ROOM NUMBER
	DOOR NUMBER
	DOOR NUMBER

ABBREVIATIONS, TYP. 7

LEGEND - PROJECT 4

SYMBOLS 1



SLOWTIDE .STUDIO,
ARCHITECTS

1145 W LONG LAKE ROAD - SUITE 110
BLOOMFIELD HILLS - MICHIGAN - 48302
HELLO @ SLOWTIDE.STUDIO & 248.891.2737

PINCH LAW

2790 COOLIDGE - BERKLEY - MICHIGAN - 48072

SCHEDULES - PROJECT

SPECIAL LAND USE & SITE PLAN REVIEW APPLICATION DRAWINGS

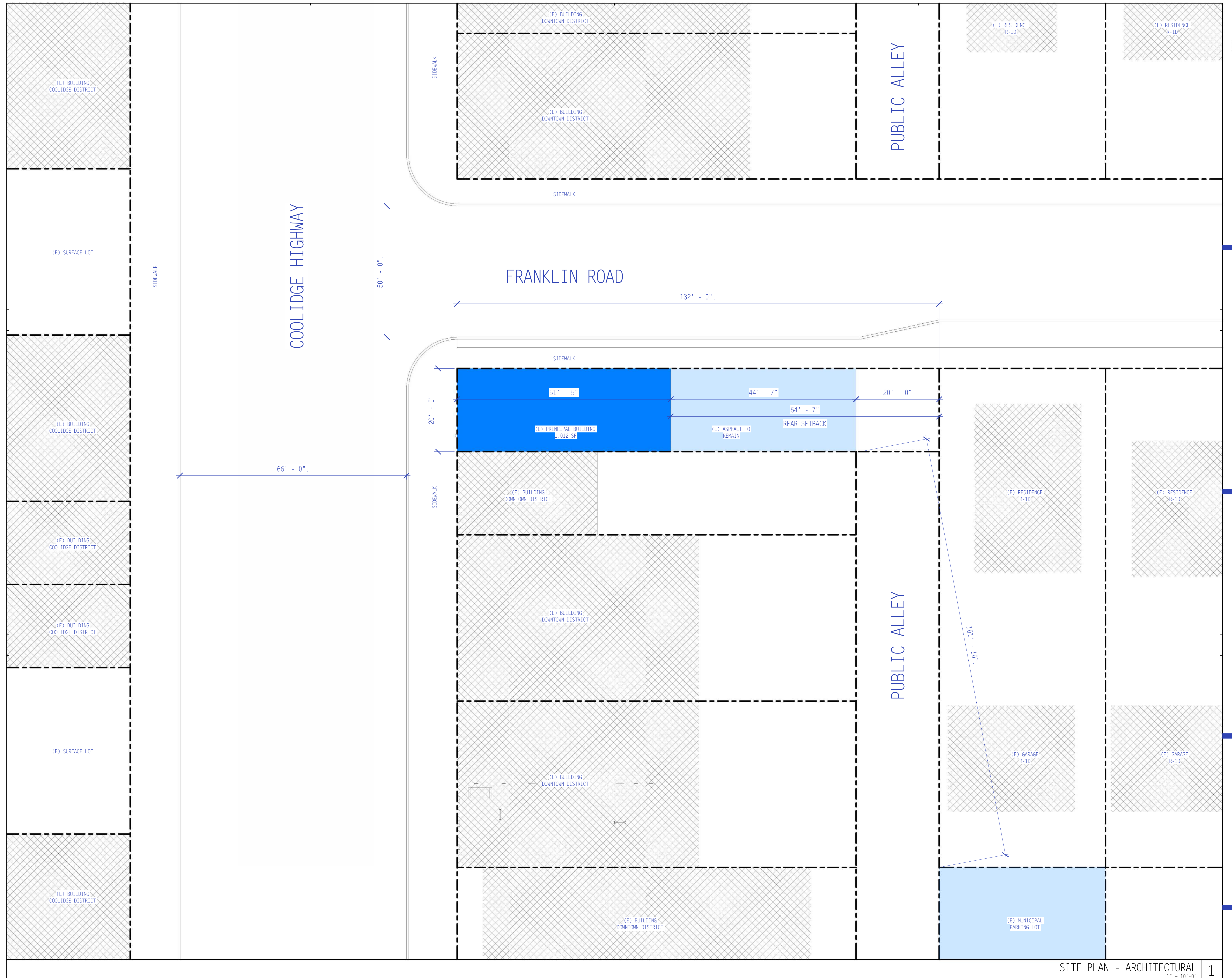


PROJECT ISSUE DATE:
06 - 13 - 2023

G-
0.06

ITEM	QUANTITY	DESCRIPTION	MANUFACTURER	MODEL	COLOR / FINISH	NOTES
AN-1	4	ADDRESS NUMERAL	MONTAGUE METAL PRODUCTS	CLASSIC HOUSE NUMBER, 6"	BLACK	MOUNT PER ELEVATION, CONFIRM WITH ARCHITECT.
LT-1	2	DECORATIVE SCONCE	C&M BY CHAPMAN AND MYERS	FREEPORT 1 LIGHT, OUTDOOR LANTERN, 16.15"	HERITAGE COPPER	T10 60 WATT LIGHTBULB, MAX., MOUNT PER ELEVATION, CONFIRM WITH ARCHITECT.
MB-1	1	MAILBOX	MAILBOSS	METRO SECURITY LOCKING WALL-MOUNT	BRONZE	MOUNT PER ELEVATION, CONFIRM WITH ARCHITECT.
MT-1	AS REQ.	BRAKE METAL	PER CONTRACTOR	PER CONTRACTOR	DARK BRONZE	
PS-1	1	PLACARD SIGN	ATLAS SIGNS AND PLAQUES	NOTCHED CORNER SHAPE SIGN, 21" X 10.5"	CAST BRONZE	MOUNT PER ELEVATION, CONFIRM WITH ARCHITECT.
PT-1	AS REQ.	EXTERIOR PAINT	SHERWIN WILLIAMS	EMERALD, EXTERIOR	IRON ORE OR SIMILAR, APPROVED ALTERNATE, 1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS	PREP SURFACE WITH WIRE WHEEL PRIOR TO APPLICATION.
SD-1	AS REQ.	BRICK VENEER	BELDEN BRICK COMPANY	THIN BRICK	PROVINCIAL BLEND OR SIMILAR, APPROVED ALTERNATE, SAND COATING, LIGHT BUFF MORTAR	INSTALLATION DETAILS PER MANUFACTURER, ARCHITECT.
SN-1	AS REQ.	ASPHALT SHINGLE	GAF	TIMBERLINE HDZ	CHARCOAL OR SIMILAR, APPROVED ALTERNATE	INSTALL ICE AND WATER FOR FULL ROOF SURFACE.
ST-1	AS REQ.	WINDOW SILL	PER CONTRACTOR	3/4" QUARTZ	MIDNIGHT GREY	
NOTE: CONTRACTOR TO PROVIDE SUBMITTALS FOR REVIEW FOR ALL CONTRACTOR PROVIDED ELEMENTS						

ITEM	QUANTITY	DESCRIPTION	MANUFACTURER	MODEL	SIZE	COLOR / FINISH	GLAZING	NOTES
1	3	FIXED WINDOW	ANDERSEN	100 SERIES	53.5" W X 71.5" T ENLARGE (E) OPENING	DARK BRONZE, INTERIOR / DARK BRONZE, EXTERIOR	SMART SUN GLASS	PROVIDE 3/4" COLONIAL GRILLE.
2	2	FIXED WINDOW	ANDERSEN	100 SERIES	47.5 W X 47.5" T NEW OPENING	DARK BRONZE, INTERIOR / DARK BRONZE, EXTERIOR	SMART SUN GLASS	PROVIDE 3/4" COLONIAL GRILLE.
3	4	FIXED WINDOW	ANDERSEN	100 SERIES	16" W X 63" T (E) OPENING	DARK BRONZE, INTERIOR / DARK BRONZE, EXTERIOR	SMART SUN GLASS	PROVIDE 3/4" COLONIAL GRILLE.
100.1	1	ENTRY DOOR	ANDERSEN	#181 - STRAIGHTLINE GLASS PANEL	36" W X 84" T (E) OPENING	DARK BRONZE, INTERIOR / DARK BRONZE, EXTERIOR	LOW E4 GLASS	PROVIDE 3/4" COLONIAL GRILLE, PROVIDE ENCINO DISTRESSED BRONZE HARDWARE, PROVIDE DEADBOLT.
100.6	1	ENTRY DOOR	ANDERSEN	#181 - STRAIGHTLINE GLASS PANEL	36" W X 84" T ENLARGE (E) OPENING	DARK BRONZE, INTERIOR / DARK BRONZE, EXTERIOR	LOW E4 GLASS	PROVIDE 3/4" COLONIAL GRILLE, PROVIDE ENCINO DISTRESSED BRONZE HARDWARE, PROVIDE DEADBOLT.
NOTE: CONTRACTOR TO PROVIDE SUBMITTALS FOR REVIEW FOR ALL CONTRACTOR PROVIDED ELEMENTS								



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2790 COOLIDGE - BERKLEY - MICHIGAN - 48072

SITE PLAN - ARCHITECTURAL

SPECIAL LAND USE & SITE PLAN REVIEW APPLICATION DRAWINGS

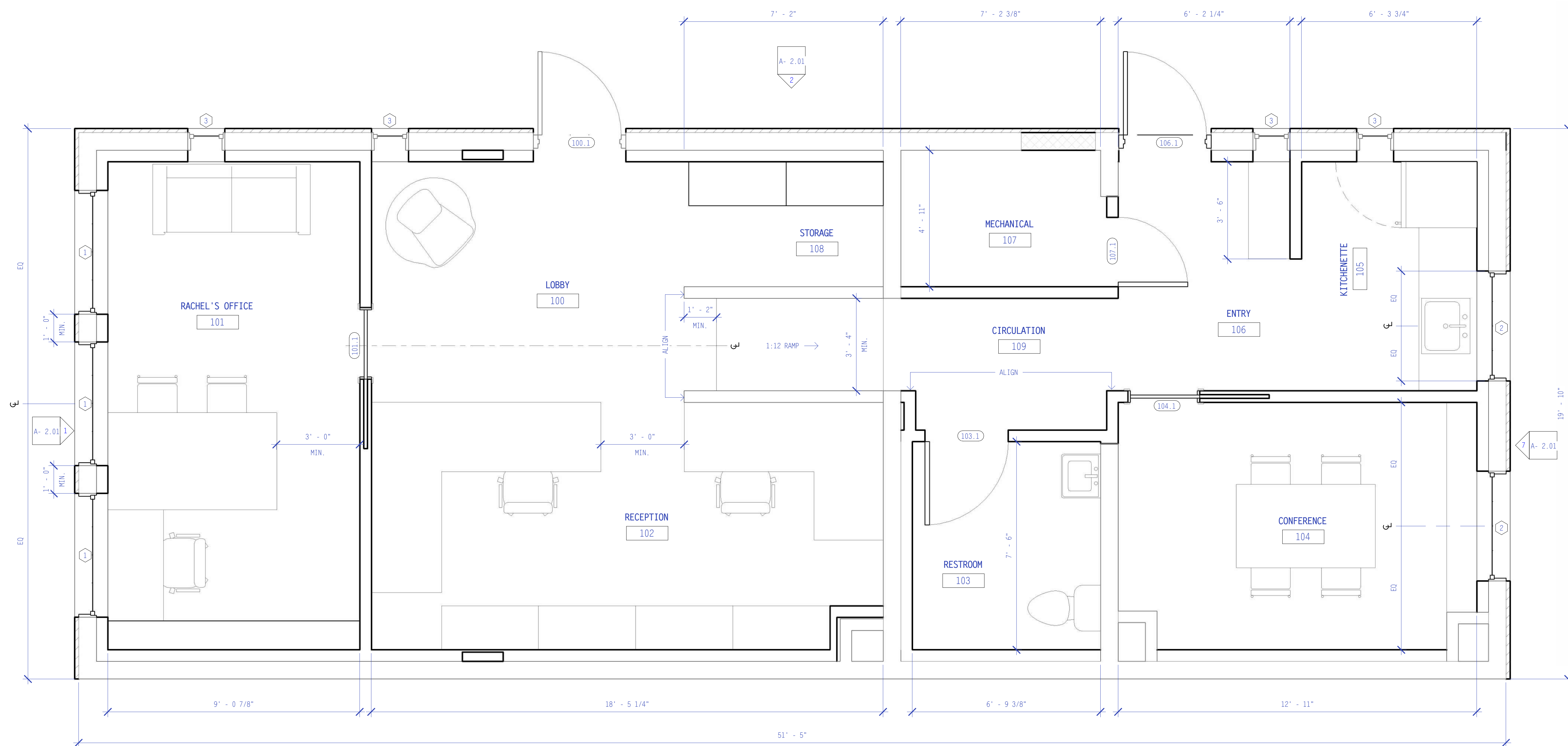


PROJECT ISSUE DATE:
06 - 13 - 2023

C-
1.00

- DO NOT SCALE FROM DRAWINGS. ARCHITECT TO PROVIDE ADDITIONAL DIMENSIONS AS REQUESTED.
- ALL DIMENSIONS TO BE VERIFIED IN FIELD. IF DISCREPANCIES EXIST, CONSULT ARCHITECT.
- ALL DIMENSIONS ARE FROM FACE OF FINISH WALL.
- ALL DRYWALL TO BE 5/8". UNLESS OTHERWISE NOTED, AND IS TO BE GLUED AND SCREWED AT ALL LOCATIONS.
- PROVIDE SOLID WOOD BLOCKING AT ALL LOCATIONS FOR WALL-MOUNTED ITEMS.
- INCLUDE CUTTING, CORING, REMOVAL, REINFORCEMENT, AND REPLACEMENT AS REQUIRED OF CONCRETE FLOOR, WOOD-JOIST SYSTEMS, MASONRY WALLS, AND OTHER (E) BUILDING ASSEMBLIES TO ACCOMMODATE ALTERATION PLANS.
- ANY EXPOSED CONDUIT, DUCTWORK, OR PLUMBING TO BE AS MINIMAL AS POSSIBLE. LAYOUT TO BE COORDINATED WITH AND APPROVED BY ARCHITECT.
- ALL MECHANICAL TERMINATIONS TO BE ALIGNED WITH LIGHT FIXTURES. IF CONFLICT IS PRESENT, THE LOCATION OF THE LIGHT FIXTURE TO TAKE PRECEDENCE.
- FRAMING LAYOUT TO BE COORDINATED TO ACCOMMODATE CEILING LAYOUT, ESPECIALLY AS IT RELATES TO RECESSED FIXTURES, EXHAUST FAN HOUSING, AND OTHER COMPONENTS MOUNTED IN THE DEPTH OF THE FRAMING.
- AS LINES, LINE SETS, AND OTHER INFRASTRUCTURE TO BE RUN EFFICIENTLY AND CONCENTRATED IN PARALLEL WHENEVER POSSIBLE.

GENERAL NOTES - FLOOR PLAN
12" = 1'-0" 2



PINCH LAW

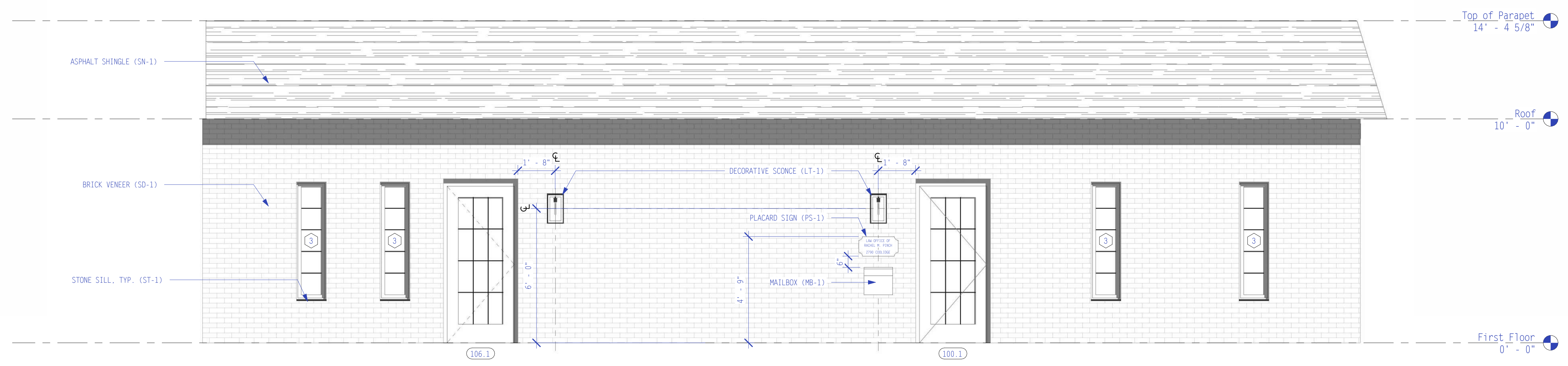
FLOOR PLAN - FIRST FLOOR



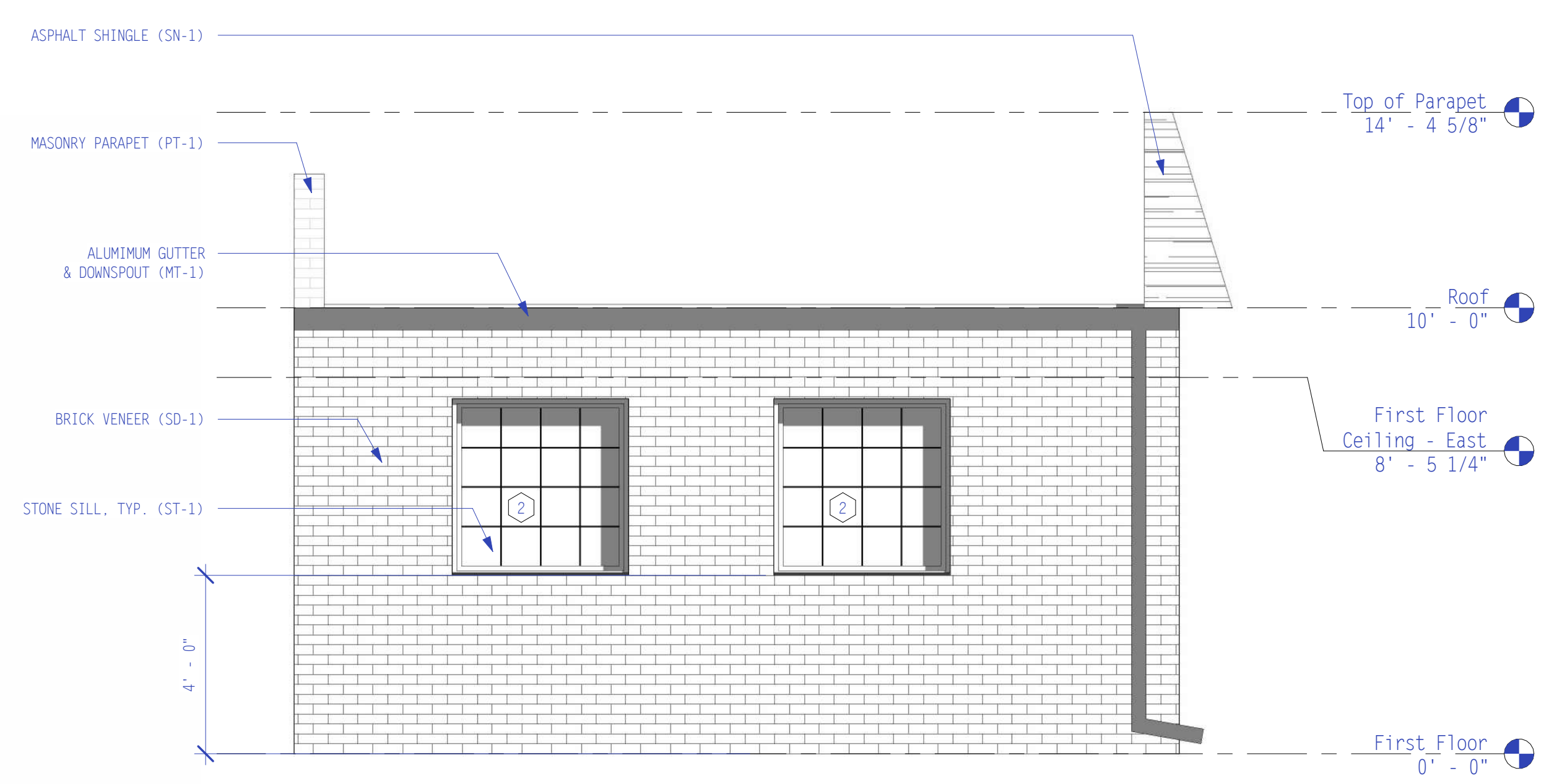
PROJECT ISSUE DATE:
06 - 13 - 2023

FLOOR PLAN - FIRST FLOOR
1/2" = 1'-0" 1

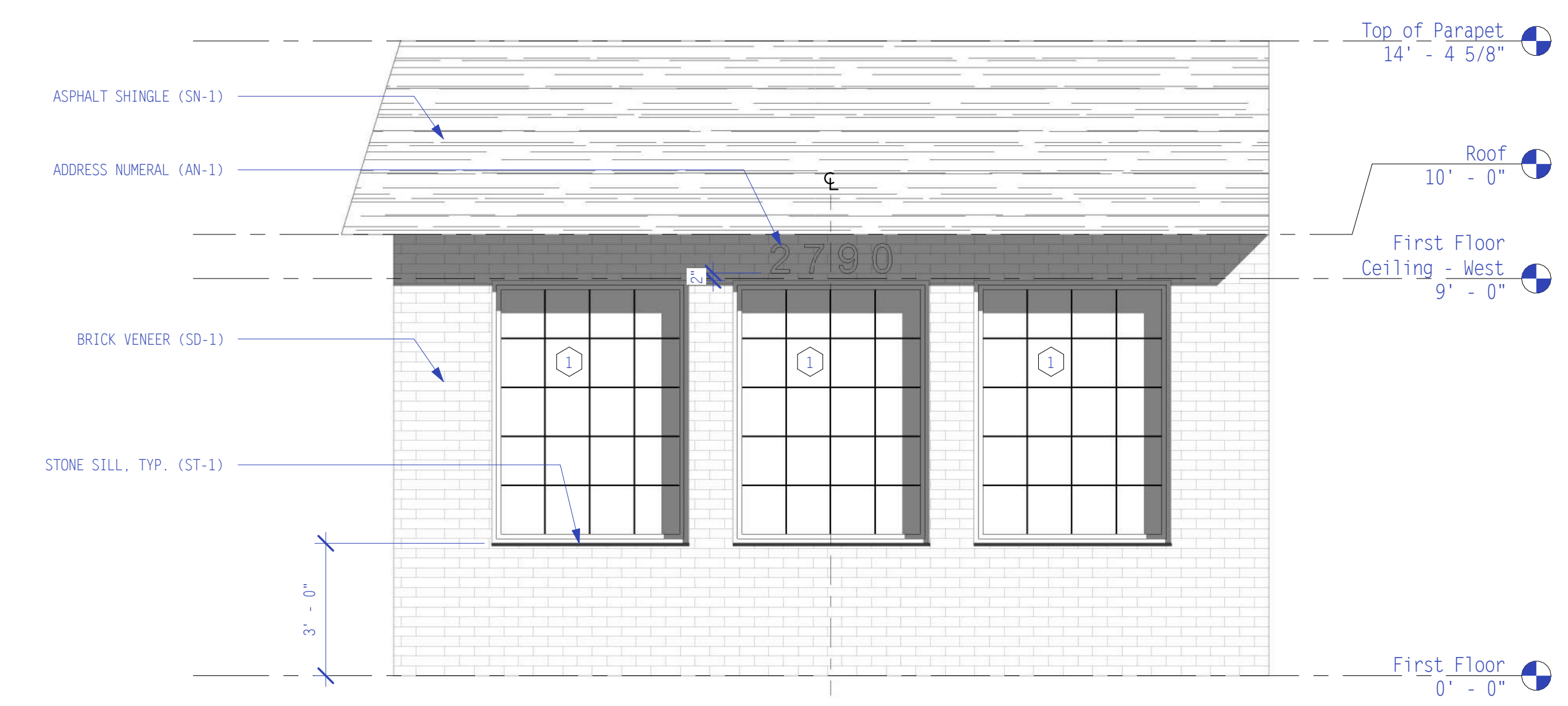
A-
1.01



EXTERIOR ELEVATION, N
3/8" = 1'-0" 2



EXTERIOR ELEVATION, E
3/8" = 1'-0" 7



EXTERIOR ELEVATION, W
3/8" = 1'-0" 1



CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Bradley Devries, Applicant
From: Kristen Kapelanski, Community Development Director
Subject: Exterior Renovations – 2790 Coolidge
Date: June 28, 2023

The renovations for 2790 Coolidge Highway include exterior renovations of the building façade on the north, west and east sides. The scope of the project includes the installation of brick veneer, shingle replacement, window expansion and replacement and door replacement.

As the façade alterations change the surface material of all three facades by more than 50%, Planning Commission approval is required.

Review Comments:

1. Section 138-421 of the Zoning Ordinance requires the following. *Staff comments are italicized.*
 - a. The first floor of a building that fronts a street shall be composed of a minimum of 40% windows. *Approximately 30% of this façade will be windows. This is a major improvement over the existing condition and staff recommends the Planning Commission find this meets the intent of the ordinance.*
 - b. The building elevation that fronts a street shall contain an entrance. *The existing entrances are proposed to remain on the side street and the applicant is not required to comply with this provision as this is an existing condition.*
2. The proposed changes bring the façade more in line with the approved Downtown Design Guidelines, particularly with respect to durable materials and expanded windows.
3. Special Land Use approval is required for first floor office use in the Downtown District.
4. Any proposed sign changes must be reviewed and approved under a sign permit application, which requires a separate fee and application.

Please contact me if you have any questions.

Thank you.

Cc: Karson Claussen, Building Official
Kim Anderson, Zoning Administrator

THE REGULAR MEETING OF THE BERKLEY CITY PLANNING COMMISSION WAS CALLED TO ORDER AT 7:00 PM, July 25, 2023 AT BERKLEY CITY HALL BY CHAIR LISA KEMPNER.

The minutes from this meeting are in summary form capturing the actions taken on each agenda item. To view the meeting discussions in their entirety, this meeting is broadcasted on the city's government access channel, WBRK, every day at 9AM and 9PM. The video can also be seen, on-demand, on the city's YouTube channel: <https://www.youtube.com/user/cityofberkeley>

DRAFT

PRESENT: Michael Woods Lisa Hamameh
Joe Bartus Josh Stapp
Lisa Kempner

ABSENT: Shiloh Dahlin
Collin Frink

ALSO, PRESENT: Kristen Kapelanski, Community Development Director

Motion by Commissioner Bartus to excuse the absence of Commissioner Dahlin. Motion supported by Commissioner Hamameh.

Voice Vote to approve the absence of Commissioner Dahlin.

AYES: 5
NAYS: 0
ABSENT: Dahlin, Frink

MOTION CARRIED

* * * * *

APPROVAL OF AGENDA

Motion by Commissioner Bartus to approve the agenda and supported by Commissioner Woods.

Voice vote to approve the agenda

AYES: 5
NAYS: 0
ABSENT: Dahlin, Frink

MOTION CARRIED

* * * * *

APPROVAL OF THE MINUTES

Motion by Commissioner Bartus to approve the minutes of the regular Planning Commission meeting on May 23, 2023 and supported by Commissioner Woods.

Voice vote to approve the meeting minutes of May 23, 2023.

AYES: 5
NAYS: 0
ABSENT: Dahlin, Frink

MOTION CARRIED

* * * * *

COMMUNICATIONS

A copy of Michigan Planner was shared with the Commission members.

CITIZEN COMMENTS

NONE

OLD BUSINESS

NONE

NEW BUSINESS

- 1. **PUBLIC HEARING PSU-01-23 and PSP-04-23: 2790 Coolidge:** The applicant, Bradley Devries on behalf of Pinch Law, is requesting special land use approval and site plan approval for the occupation and renovation of an existing building at 2790 Coolidge Highway to be used as a law office in the Downtown District, on the east side of Coolidge Highway, south of Franklin Road

Community Development Director Kapelanski went over the specifics of the site, including zoning and use requirements noting that a special land use approval is needed for a law office in the Downtown District.

The applicant presented the changes for the proposed façade noting they are bringing the building closer to compliance with the required transparency, although a waiver is still required.

The Planning Commission discussed the project with clarifying questions on the specific window percentages on the front façade and the structural constraints that make getting to the required percentage not possible.

Chair Kempner opened the public hearing at 7:10. There being no one present and no comments received via email or regular mail, Chair Kempner closed the public hearing at 7:10.

Motion by Commissioner Hamameh to approve the site plan for PSP-04-23 2790 Coolidge including a waiver for the 40% transparency requirement on the front façade as 30% is sufficient and the Planning Commission has that authority per Sections 138-421 and 138-679 of the Zoning Ordinance.

Motion supported by Commissioner Woods.

Roll call vote for approval of the site plan request for PSP-04-23 2790 Coolidge.

AYES: 5

NAYS: 0

ABSENT: Dahlin, Frink

Motion by Commissioner Hamameh to recommend approval to City Council of the special land use request for PSU-01-23 2790 Coolidge because:

- a) The proposed use will promote the use of land in a socially and economically desirable manner;
- b) The proposed use is necessary for the public convenience at that location;
- c) The proposed use is compatible with adjacent land uses;
- d) The proposed use is designed so that the public health, safety and welfare shall be protected; and
- e) The proposed use will not cause injury to other property in the neighborhood.

Motion supported by Commissioner Bartus.

Roll call vote to recommend approval of the special land use request for PSU-01-23 2790 Coolidge.

AYES: 5

NAYS: 0

ABSENT: Dahlin, Frink

2. **PSP-06-23: 27901 Woodward:** The applicant, Woodward Berkley LLC, is requesting site plan approval for an 87 sq. ft. addition to an existing medical office building in order to accommodate a new elevator at 27901 Woodward Avenue, on the west side of Woodward Avenue, north of West Boulevard

Community Development Director Kapelanski went over the specifics of the proposal.

The applicant presented the reasons for the need for the elevator addition.

Motion by Commissioner Hamameh to approve the site plan for PSP-06-23 27901 Woodward because the site materials and architecture as presented meet the standards for site plan approval per Section 138-679 of the Zoning Ordinance.

Motion supported by Commissioner Woods.

Roll call vote for approval of the site plan request for PSP-06-23 27901 Woodward.

AYES: 5

NAYS: 0

ABSENT: Dahlin, Frink

3. **Planning Commission Bylaws and Rules of Procedure**

Community Development Director Kapelanski noted a procedure for resignation from the Commission has been added to the bylaws.

Motion by Commissioner Bartus to approve the Planning Commission Bylaws and Rules of Procedure with the proposed changes to Section 2 Membership.

Motion supported by Commissioner Woods.

Roll call vote for the approval of the Bylaws and Rules of Procedure.

AYES: 5

NAYS: 0

ABSENT: Dahlin, Frink

4. **Election of Officer/Committee Liaisons**

Community Development Director went over potential liaison postings at the Chamber of Commerce, the Downtown Development Authority, the Environmental Committee and the Zoning Board of Appeals.

The Commission elected to postpone liaison appointments to a future meeting when a full board was present.

Motion by Commissioner Hamameh to nominate Lisa Kempner as Chair of the Planning Commission.

Motion supported by Commissioner Bartus.

Voice vote on the election of Lisa Kempner as Planning Commission chair.

AYES: 5
NAYS: 0
ABSENT: Dahlin, Frink

Motion by Commissioner Hamameh to nominate Joe Bartus as Vice-Chair of the Planning Commission.

Motion supported by Commissioner Woods.

Voice vote on the election of Joe Bartus as Planning Commission vice-chair.

AYES: 5
NAYS: 0
ABSENT: Dahlin, Frink

Motion by Commissioner Hamameh to nominate Mike Woods as Secretary of the Planning Commission.

Motion supported by Commissioner Bartus.

Voice vote on the election of Mike Woods as Planning Commission secretary.

AYES: 5
NAYS: 0
ABSENT: Dahlin, Frink

LIAISON REPORT

Chair Kempner went over the DDA liaison report. Bombshell Treat Bar is moving forward on their renovation. The proposed PUD at Columbia/Coolidge/Cambridge presented their project to the DDA. The Coolidge Complete Streets project is running into some budget constraints which are leading to delays.

COMMISSIONER COMMENTS

NONE

STAFF COMMENTS

Community Development Director Kapelanski directed the Planning Commission to the memo detailing the activities of the Zoning Ordinance Steering Committee and asked them to send any comments to her.

Councilmember Patterson went over recent items considered by the City Council at their previous meeting.

ADJOURNMENT

Motion to adjourn by Commissioner Bartus supported by Commissioner Stapp.

Voice vote for adjournment

AYES: 5
NAYS: 0
ABSENT: Dahlin, Frink

With no further business, the meeting was adjourned at 7:37 at p.m.

DRAFT

August 14, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to award a (1) one-year contract for janitorial services to LGC Global Energy FM LLC, 7310 Woodward Ave, Detroit, MI in the amount of \$79,440.

Ayes:

Nays:

Motion:

MEMORANDUM



To: Matthew Baumgarten, City Manager

From: Alex Brown, Facilities Manager

Date: August 9, 2023

Subject: Contract award for janitorial services

With the completion of a through RFP process that culminated with ten bids, I'm happy to recommend we award a one (1) year contract for citywide janitorial services to LGC Global Energy FM LLC at a cost of \$79,440.00, nearly \$6000 less per year than we are currently paying.

LGC comes highly recommended from other local communities and I have the utmost confidence that the will be able to maintain the highest standards for the City of Berkley.

Please do not hesitate to reach out to me if there are any questions or concerns.

CITY OF BERKLEY
“Janitorial Services”
For the Facilities Department
Bid Opening: Friday, August 4, 2023 @ 3 PM

<u>Business Name</u>	<u>Address</u>	<u>Bid (Base Services)</u>	<u>References</u> <u>Non-Collusive Affidavit</u> <u>Non-Discrimination</u>	<u>Conflict of Interest</u> <u>Hold Harmless</u> <u>Iran Affidavit</u> <u>Walkthrough</u>
Gemstone Maintenance Service, LLC	6109 Topaz Circle Grand Blanc, MI 48439	\$7,925.00	Y/Y/Y	Y/Y/Y/Y
VHM Enterprises, Inc,	24151 Telegraph Road Suite 180 Southfield, MI 48033	\$9,250.00	Y/Y/Y	Y/Y/Y/Y
Cleannet of Greater Michigan Inc.	30665 Northwestern Highway, Suite 203 Farmington Hills, MI 48334	\$9,818.32	Y/Y/Y	N/Y/Y/Y
LGC Global Energy FM	7310 Woodward Ave., Suite 500 Detroit, MI 48202	\$6,620.00	Y/Y/Y	Y/Y/Y/Y
G&A Cleaning Inc.	8100 E. Nine Mile Road Warren, MI 48089	\$8,430.00	Y/Y/Y	Y/Y/Y/Y
IVEZA Building Services, LLC	2167 Logan Dr. Sterling Heights, MI 48310	\$8,880.00/9,280.00 if six days	Y/Y/Y	N/Y/Y/Y
Giant Janitorial Service, Inc.	18485 Mack Avenue Detroit, MI 48236	\$13,250.00	Y/Y/X	Y/Y/Y/Y

HRCS	2477 W. Maple Road Suite 157 Troy, MI 48084	\$71,640.80	Y/Y/Y	Y/Y/Y/Y
Professional Building Maintenance	15201 E. 11 Mile Road Roseville, MI 48066	\$8,521.00	Y/Y/Y	Y/Y/Y/Y
Lakeshore Janitorial	20490 Harper Ave. #101 Harper Woods, MI 48225	\$4,000.00	Y/Y/Y	Y/Y/Y/Y

August 14, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the continuing partnership with DG Energy Company LLC, 42690 Woodward Ave., Suite 360, Bloomfield Hills, MI 48304 to provide and install one (1) EV charger at Oxford Park, at a cost not to exceed \$33,335. Funds for this expenditure will come from account 101-265-971-150.

Ayes:

Nays:

Motion:

MEMORANDUM



To: Matthew Baumgarten, City Manager

From: Alex Brown, Facilities Manager

Date: July 10,2023

Subject: Approval of agreement with DG Energy to install one (1) EV charger at Oxford Park

As part of the continued implementation of the 2019 Energy Plan and with funds passed as part of the FY 2022-2023 budget. We are partnering again with DG Energy to furnish and install one (1) EV charging station at Oxford Park.

I'd like to recommend the approval of their proposal to furnish and install one (1) EV charger at Oxford Park at a price not to exceed \$33,335.00. We will also receive a \$4000 rebate as part of the DTE EV charging program. The funds for this expenditure will come from account 101-265-971-150.

As always, do not hesitate to contact me with any questions regarding this matter.



D G Energy Company LLC
 42690 Woodward, Suite 360
 Bloomfield Hills Mi 48304
www.dgenergy.net
 O.248.454.1025

Date	Est #
04/11/23	CoB-002

P.O. #	Project	Terms
	2	

Item	Description	Qty	Rate	Total
EVCS MidCour EV Charge	EVCS Chargers, Installation, Energize, Program & Clean up			
	MC-AX 48A LAN+WiFi+4G, RFID Cards, OCPP Support	1	\$7,450	\$7,450
	-Dual Pedestal Base Level 2 EV Charging Stations			
	-16' cable with management, 5" Display			
	-Network Services-L2-(3) years.... Per port	2	\$875	\$1,750
	-One time Provisioning...Per port	2	\$180	\$360
	Berkley-Oxford Park EV Charging Stations Installation			
	The following includes the labor and materials including a new 45A 3PH breaker into the existing 480v panel, a new 30kva outdoor rated transformer (480v - 208/120), a new 12 space 125A outdoor rated panel with main breaker hold down kit, 100A main breaker back fed to the panel, and (2) 2pole 40A breakers for the EV circuits. We have to construct a simple Uni-strut stand for the new gear which we propose gets mounted right next to the existing panels and meters. We are estimating 60' runs for the pipe and wire for the EV circuits, trenched underground and parallel to the sidewalk and parking lot, cutting through the sidewalk and mounting the stations right up against the top of the curb and just before the parking spaces. The project includes the simple commissioning of the units, the permit and final inspection, Miss Dig visit and marking, cement cutting and pedestal base, and the labor to install all of the previously listed materials.			
	Labor costs associated with above listed project			
	- 45 amp 480v 3pole breaker	1	\$19,750	\$19,750
	- (1) 30 KVA, 3PH, General Purpose Dry Type Transformer 480V			
	- 208Y/120 - W/Lug kit			
	- 12 space 125A outdoor rated panel with main breaker hold down kit			
	- 100A main breaker			
	- (2) 2pole 40A breakers			
	- outdoor rated gear and mounting materials			
	- cement cutting and replaced			
	- 1 cement pedestal base			
	- trenching			
	- PVC, conduit, Unistrut, and wire			
	- Miss Dig			
	- Permit			
	- Simple commissioning			
	- Post Guard/Bollard- BDB 4-42			
	bolt-down bollard, schedule 40 steel, 4" x 42", powder coat yellow, anchors and lag bolts			
	City Plan Review	1	\$3,500	\$3,500

Subtotal-EVCS Install & Eng	\$32,810.00
Shipping	\$525
Sales Tax	NA
Total Cost	\$33,335.00
Potential Rebate Upon Activation	\$4,000

"This invoice / contract serves as a Notice of Commencement and a Lien of Furnishings."
 Subject to manufacturer's published terms and conditions of sale, and Warranties Apply unless otherwise noted.
 Prices are for material provided in estimate; also, all taxes unless otherwise noted. Pricing is based on an order for the complete bill of material. A 1-1/2% Service Charge 18% per annum fee if a account becomes more than 15 days past due. All claims and returned goods MUST be accompanied by estimate # CoB-002

*MidCour requires 50% deposit upon order with balance due upon shipping

MC-AX Series

48A-11kW Single Phase Wall-mount EV AC Charger




- Ideal for commercial EV charging
- LAN-Wi-Fi or LAN-Wi-Fi-4G options for connection for Central Management System
- Supports RFID card & QR code for user authentication and management
- Input: 200Vac~240Vac
- Modern, ergonomic and customizable design
- Optional 5 inch LCD display
- IP protection class for outdoors: NEMA4
- Supports Over the Air Technology
- Charging interface: SAE J1772 (Type 1)
- Supports OCPP 1.6 JSON (Upgradeable to 2.0)
- Supports RS232/485 external communication interface (Optional)
- Supports ISO 15118 protocol
- Supports dynamic output load distribution, making the field power configuration planning of charging stations more flexible

Applications

- Parking garages, hospitality & retail
- Commercial fleet operators
- EV infrastructure operators and service providers
- EV dealer workshops



Model Name	AXLU111
Safety	UL/Cul (North America)
Product Photo	

Power Specification

AC Input	Input Rating	Single-phase: 200~240Vac
	AC Input Connection	L1/L2/GND or L/N/PE
	Input Current	48A
	Frequency	50Hz/60Hz
AC Output	Output Current	48A
	Output Power	11kW

User Interface & Control

Display	LED pilot lamp (standard), 5-inch LCD (Optional)
User Authentication	RFID (ISO/IEC 14443A/B, ISO/IEC 15693, FeliCa™, Mifare), ISO 15118
Meter	Meter IC(1% Accuracy)

Communication

External	LAN+WiFi (standard) or LAN+4G+WiFi (Optional)
Internal	OCPP 1.6 JSON (Upgradeable to 2.0) EEBUS (support in 2022)

Environmental

Operating Temperature	-30C to +50 °C (standard) or -20 °C to +50 °C (with payment system)
Humidity	< 85% (RH) @ 50 °C
Altitude	≤ 2000m
Enclosure Protection (IK/IP Level)	NEMA TYPE 4
Cooling Method	Natural Cooling

Mechanical

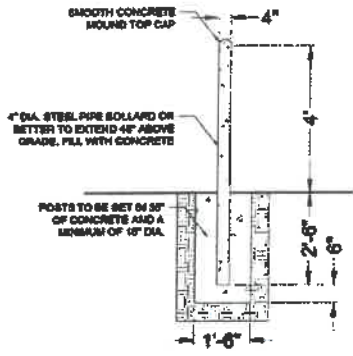
Dimension(WxDxH)	Approx. 295 x 158 x 505mm
Weight	<7kg (with socket); <10kg (with plug)
Cable Length	5m / 7.5m (Option and need to use cable management)

Protection

RCD/CCID	CCID 20
Input Side	UVP, OVP, Surge protection, Ground fault
Output Side	OCP, Control pilot fault, Residual current protection
Protocol	OTP, Relay welding detection, CCID self-test, MCU function fault detection

Regulation

Certificate	UL2594, UL2231-1/-2, CTEP Energy Star
Wireless Certificate	FCC/IC
Charging Interface	SAEJ1772 Type 1 Plug

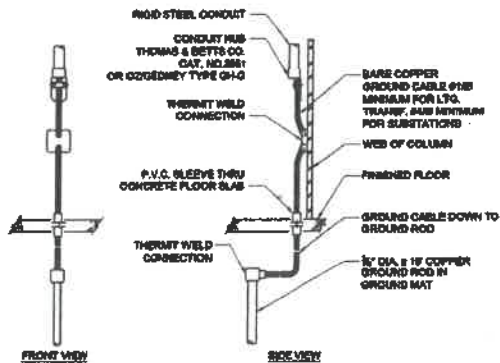


BOLLARD DETAIL
SCALE: 12" = 1'-0"

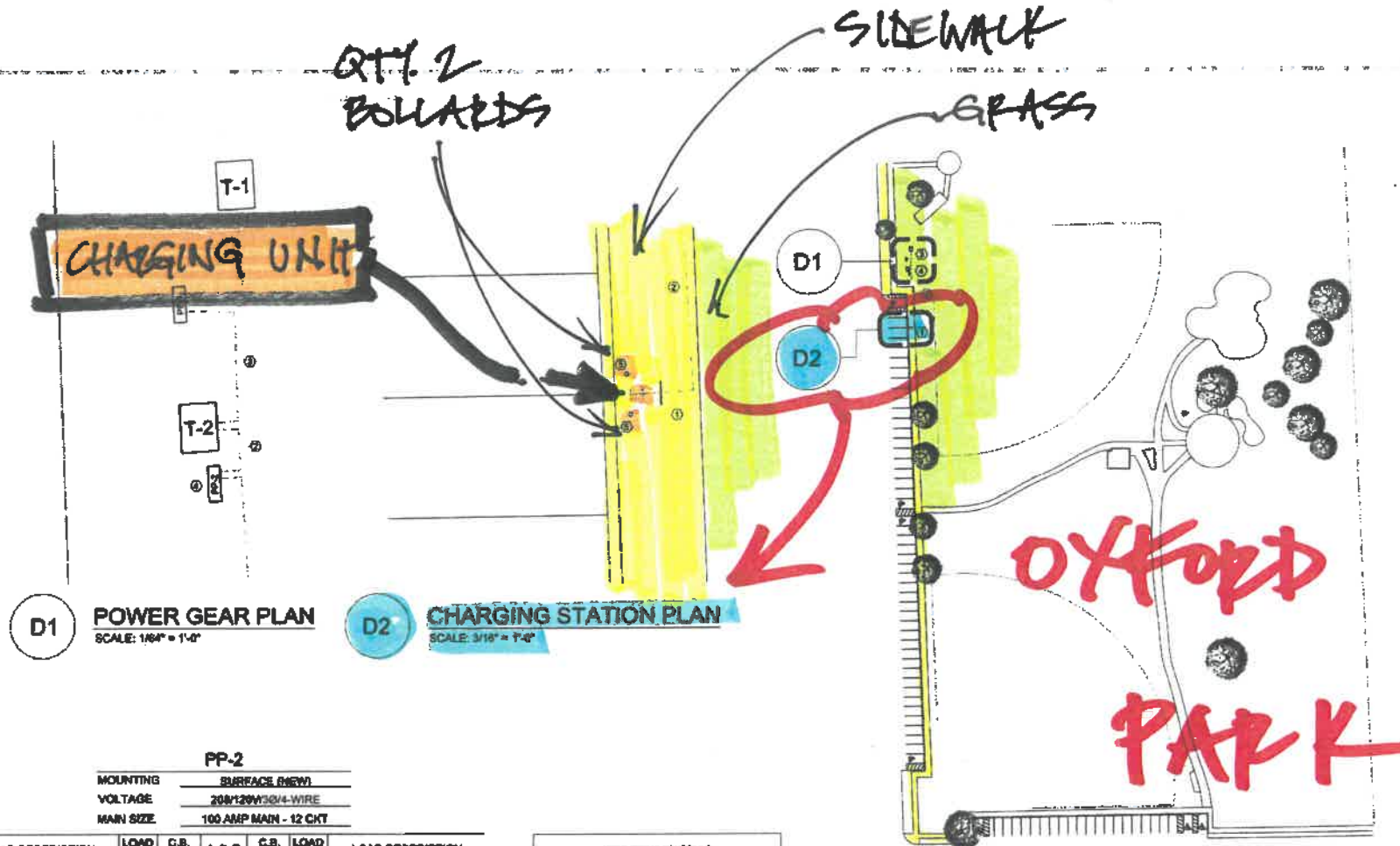
NOTE: PEDESTAL AND MOUNTING HARDWARE PROVIDED WITH CHARGING UNIT. FOLLOW CONCRETE MOUNTING REQUIREMENTS PER SPECIFICATION.

CHARGING STATION DETAIL
SCALE: 3/4" = 1'-0"

- NOTES:**
1. ELECTRICAL CONTRACTOR SHALL PROVIDE ELECTRICAL PANELS THAT HAVE 4000A RATED FAULT CURRENT BREAKERS. BREAKERS OR BREAKER APPROVED SUBSTITUTE.
 2. THE BUILDING GROUNDS FOR THE CHARGING SHALL BE IN ACCORDANCE WITH THE 2017 NEC ELECTRICAL CODE. ARTICLES 250.52(B) TO (D) CONCERNING GROUNDING. A CONCRETE-ENCASSED ELECTRODE SHALL CONSIST OF AT LEAST 20 FEET OF ONE OR MORE BARS OR 200 GALVANIZED OR OTHER ELECTRICALLY CONDUCTIVE COATED STEEL REINFORCING BARS (E-BARS) NOT LESS THAN 1/2" DIAMETER, INSTALLED IN ONE CONTINUOUS 20 FEET OR GREATER LENGTH, OR IF IN MULTIPLE PIECES CONNECTED TOGETHER BY THE USUAL STEEL REINFORCING WELDING, WELDING, OR OTHER EFFECTIVE MEANS TO CREATE A 20 FEET OR LENGTH.
 3. EACH TENANT IS RESPONSIBLE FOR INSTALLING THEIR OWN CONCRETE FLOOR AND SHALL PROVIDE A GROUNDING STRIP OF 3/4" DIAMETER RE-BAR OR LARGER INTO THE NEXT TENANT SPACE FOR GROUNDING CONTINUITY.
 4. THE ELECTRICAL CONTRACTOR SHALL CONDUSE A GROUNDING WIRE INTO THE BUILDING WATER LINE AND TIE IT INTO THE BUILDING GROUND MAT. 2017 NEC ELECTRICAL CODE, ARTICLE 250.52(E).



TYPICAL GROUNDING DETAIL
SCALE: NTS



D1 POWER GEAR PLAN
SCALE: 1/8" = 1'-0"

D2 CHARGING STATION PLAN
SCALE: 3/16" = 1'-0"

PP-2

MOUNTING	SURFACE (NEW)	
VOLTAGE	208/120V/3Ø/4-WIRE	
MAIN SIZE	100 AMP MAIN - 12 CKT	

LOAD DESCRIPTION	LOAD VA	C.B. SIZE	A B C	C.B. SIZE	LOAD VA	LOAD DESCRIPTION
EV-1	1000	1		1	1000	EV-2
		2		2		
		3		3		
		4		4		
		5		5		
		6		6		
		7		7		
		8		8		
		9		9		
		10		10		
		11		11		
		12		12		
	6,000				13,312	
					13,312	

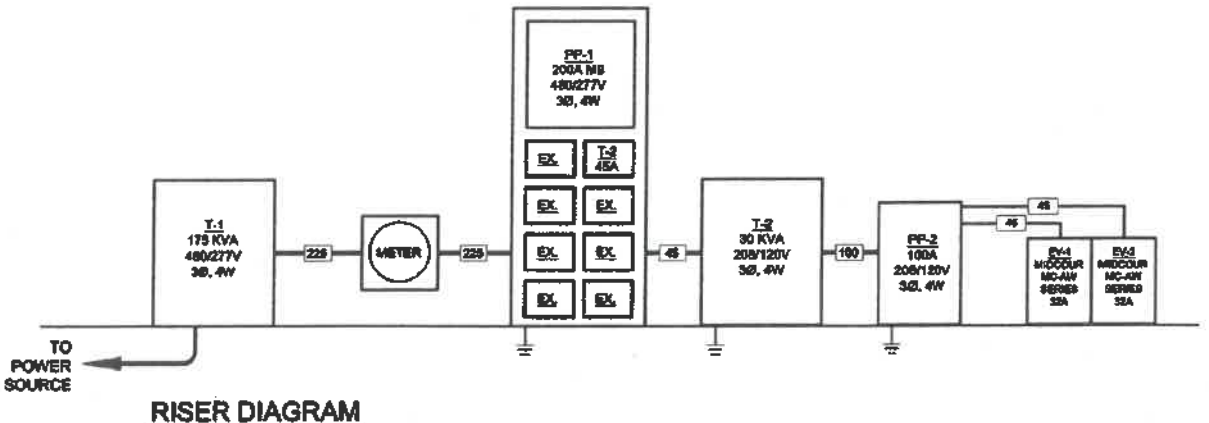
WIRE SIZING SCHEDULE

40	(1) SET OF 3/4" CONDUIT W/ (4) #6 MCM CABLES & (1) #2 GND
100	(1) SET OF 1-1/4" CONDUIT W/ (4) #4 MCM CABLES & (1) #2 GND
225	(1) SETS OF 2-1/2" CONDUIT W/ (4) #2 MCM CABLES & (1) #2 GND

NOTE: ELECTRICAL CONTRACTOR TO CONFIRM WIRE SIZES.

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

- CODED NOTES**
1. ELECTRIC VEHICLE CHARGING STATION SIGN (REF DETAIL ON THIS SHEET).
 2. ALL UNDISTURBED AREAS TO BE RESTORED AFTER COMPLETION OF CONSTRUCTION.
 3. CONDUIT SHALL BE IN AN UNDERGROUND FROM PANEL BOARD TO PEDESTAL.
 4. SECURE NEW PANEL USING THREASACED NUT AND WASHER.
 5. 4" DIA. BOLLARDS @ 4FT TALL, SPACED 12" FROM PEDESTAL ON EACH SIDE, SHORT OF PEDESTAL LINES UP WITH FRONT OF BOLLARD. SAFETY YELLOW PAPER. (REF. DETAIL).



RISER DIAGRAM



SIGNAGE DETAIL
SCALE: NTS

C.I. Engineering Solutions
15 N. WALNUT STREET, SUITE 300
MOUNT CLEMENS, MI 48043
Telephone: (248) 731-8833 Cell: (248) 454-0513
Fax: (248) 410-2208 Website: cieg.com



TITLE: EV POWER PLAN

CLIENT: CITY OF GERRARDY
300 LOCUST HWY
GERRARDY MI 48037
PROJECT: OFFORD PARK
GERRARDY MI 48037



SEAL

BY: [Signature]

ISSUED FOR: DISCUSSION

DATE: [Blank]

PROJECT NO.: BFW-003
E-01

August 14, 2023 City Council Meeting


Moved by Councilmember _____ and seconded by Councilmember _____ to approve the purchase of Google Workspace in the amount of \$25,560.60 from account 101-228-760-000.

Ayes:

Nays:

Motion:

Memo

TO: Matthew Baumgarten, City Manager
FROM: Stan Lisica, Chief Innovation Officer 
DATE: August 8, 2023
SUBJECT: Google Workspace Purchase

The City of Berkley currently uses the Google Workspace platform which consists of the Google application suite (Gmail, Calendar, Docs, Sheets and others). It is available to all City employees, City Council, Planning Commission and Zoning Board of Appeals.

Last year Google created direct contacts for Public Sector. Through many team meetings with the State of Michigan sales representative and engineers, we came up with a solution which would continue our use of Google Workspace and include cost savings through a yearly purchase. Previously, Google billed the City monthly via credit card. The cost savings is approximately 40% when purchasing yearly.

The quote attached is from CDW-G which is the preferred reseller which Google recommended since we have an established CDW-G account and relationship. The quote covers active users and archive users. Archive users are previous employees or board members in which we need to save their information for FOIA purposes.

I am requesting approval to purchase Google Workspace through CDW-G at a cost of \$25,560.60. Funds are available in the Computer Software account (101-228-760-000) for this purchase.

I am available to discuss this matter if you have any questions.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

STAN LISICA,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NLSK599	7/17/2023	GOOGLE WORKSPACE 1YR	9448626	\$25,560.60

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
GOOGLE WORKSPACE BUS+ 1Y 1U Mfg. Part#: GAPPS-BUS-PLUS-1USER-12MO Google Workspace Business Plus: New/Renewal Google - GAPPS-BUS-PLUS-1USER-12MO Type: Renewal 3+ Product: Business Plus Electronic distribution - NO MEDIA Contract: MARKET	175	6315068	\$135.72	\$23,751.00
Google Workspace Business Plus - subscription license (1 year) - 1 archived Mfg. Part#: GAPPS-AU-BUSPLUS-1USER-12MO Google Workspace Business Plus; Archived User: New/Renewal Google - GAPPS-AU-BUS-PLUS-1USER-12MO Type: Renewal 3+ Product: Archived User Electronic distribution - NO MEDIA Contract: MARKET	60	6711072	\$30.16	\$1,809.60

SUBTOTAL	\$25,560.60
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$25,560.60

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF BERKLEY ACCTS PAYABLE 3338 COOLIDGE HWY BERKLEY, MI 48072-1690 Phone: (248) 546-2445 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF BERKLEY STAN LISICA 3338 COOLIDGE HWY BERKLEY, MI 48072-1690 Phone: (248) 546-2445 Shipping Method: ELECTRONIC DISTRIBUTION
Please remit payments to:	

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Dave Engmark | 800.808.4239 | davieng@cdwg.com

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<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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AN ORDINANCE
of the City Council of the City of Berkley, Michigan to Add Article V, Retail Pet Store Sales, in Chapter 22, Animals, of the Berkley City Code to Prohibit Retail Pet Stores in the City from Selling Dogs, Cats, or Rabbits, and to Repeal Article XVII, Retail Dog and Cat Sales Temporary Moratorium, of Chapter 30, Businesses.

THE CITY OF BERKLEY ORDAINS:

SECTION 1: New Article V, Retail Pet Store Sales, shall be added to Chapter 22, Animals, of the Berkley Code of Ordinances, as follows:

ARTICLE V. RETAIL PET STORE SALES

Sec. 22-100. Purpose.

The purpose of this Article is to prohibit retail pet stores in the City from selling dogs, cats, or rabbits.

Sec. 22-101. Definitions.

For the purposes of this Article, the following terms have the following meanings:

- (a) *Retail pet store* means a commercial establishment that sells or offers for sale animals on its premises at retail that are not bred at the establishment.
- (b) *Animal control shelter* means a facility operated by the State, County, or City, or by a non-profit organization under contract with the State, County, or City, for the impoundment and care of animals that are delivered to or held by the facility, including found, recovered, abandoned, unwanted, or surrendered animals, and which does not breed animals or obtain, in exchange for payment or other consideration, animals from a breeder.
- (c) *Animal protection shelter* means a facility operated on a not-for-profit basis by a person, humane society, society for prevention of cruelty to animals, or other non-profit organization whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and to adopt and place them in good homes. "Animal protection shelter" does not include any organization that breeds animals or that (1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or other consideration, dogs, cats, or rabbits from; or (4) facilitates the sale of dogs, cats, or rabbits obtained from a person who breeds animals.

Sec. 22-102. Prohibition of Sale of Dogs, Cats or Rabbits by Retail Pet Stores.

A retail pet store located in the City is prohibited from selling, adopting, exchanging, transferring, or offering for sale, adoption, exchange, or transfer dogs, cats, or rabbits. This section does not prohibit a retail pet store from collaborating with and providing space to an animal protection shelter or an animal control shelter to showcase dogs, cats, or rabbits available for adoption on a not-for-profit basis. The retail pet store may not charge or retain an adoption fee or any other fee for providing space to showcase any such dog, cat, or rabbit.

Sec. 22-103. Existing Retail Pet Stores Exception.

Notwithstanding the prohibition in Sec. 22-102, above, a retail pet store that is in operation in the City and in compliance and good standing with applicable state laws and city ordinances on the effective date of this article, and that prior to the effective date of this article engaged in selling or offering for sale dogs, cats, or rabbits as a regular and principal business activity, may temporarily continue to sell or offer for sale dogs, cats, or rabbits, at that store through and until July 1, 2025, subject to the following requirements and conditions:

- (a) Animals sold or offered for sale or adoption may be sourced only from breeders with a United States Department of Agriculture (USDA) license.
- (b) The retail pet store must file with the City Clerk within 7 days of acquiring an animal to be sold or offered for sale or adoption end of each month, and must provide to the consumer prior to purchase, and also display in a conspicuous manner on the animal's cage or enclosure, all of the following for any dog, cat or rabbit offered for sale:
 - (1) Identifying information for the animal, including name, date of birth, sex, breed, color, USDA registration number, and state of origin.
 - (2) All State and USDA license numbers, names, business/kennel names, and location (city/state) of the (i) breeder, (ii) broker (when applicable), and (iii) transporter.
 - (3) Listing and dates of all vaccines, medications, and medical procedures that have been administered to or performed on the animal.
 - (4) Michigan Pet Health Certificate issued by a Michigan-licensed veterinarian in the form prescribed by the Michigan Department of Agriculture and Rural Development.
 - (5) Official Interstate or Intrastate Certificate of Veterinary Inspection prepared and signed, in accordance with MCL 287.720, by a U.S. Department of

- Agriculture-accredited veterinarian licensed to perform veterinary medicine in the animal's state of origin, when applicable.
- (6) Purchase price of the animal, including all taxes, fees, and charges.
 - (7) Documentation that the animal has been microchipped and the microchip has been enrolled in a nationally searchable database.
 - (8) Written statement of the consumer's warranty, rights, and remedies following the sale of the animal.
- (c) The retail pet store must not source or obtain animals from a breeder, broker, or transporter who is charged or has been convicted or determined to be responsible for a violation issued by any government agency relating to unlawful, inhumane, or improper breeding practices or conditions.
- (d) The retail pet store, after sale, exchange, transfer, or death of a dog, cat, or rabbit, must file with the City Clerk notification of the final disposition of the animal within 7 days.

Sec. 22-104. Violation.

A violation of this article is a municipal civil infraction, and upon determination of responsibility is punishable by a civil fine of not more than \$500, and/or such other sanctions and remedies as authorized in Article IX of Chapter 82 of the Code of Ordinances. Each sale or offer of sale made in violation of this article will constitute a separate offense.

SECTION 2: Repealer

Article XVII, Retail Dog and Cat Sales Temporary Moratorium, in Chapter 30, Businesses, of the Berkley City Code is hereby repealed.

SECTION 3: Severability Clause

Should any word, phrase, sentence, paragraph, or section of this Ordinance be held invalid or unconstitutional, the remaining provisions of this ordinance will remain in full force and effect.

SECTION 4: Effective Date

This Ordinance will become effective 30 days following the date of adoption.

SECTION 5: Publication

The City Council directs the City Clerk to publish a summary of this ordinance in compliance with Public Act 182 of 1991, as amended, and Section 6.5 of the Berkley City Charter.

Introduced on the First Reading at the Regular City Council Meeting on July 17, 2023.

Adopted on the Second Reading at the Regular City Council Meeting on August 14, 2023.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

DRAFT

August 14, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to approve the appointments to various boards and commissions:

Zoning Board of Appeals

Andrew Creal- appointment to a partial term expiring July 2024

Steve Allen- appointment to a partial term expiring July 2025

Ayes:

Nays:

Motion:

August 14, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve joining the Michigan Emergency Management Assistance Compact (MEMAC).

Ayes:

Nays:

Motion:

Memo

To: Matt Baumgarten
From: Jack Blanchard
cc: Matt Koehn
Date: 13 June 2023
Re: Membership in Michigan Emergency Management Assistance Compact (MEMAC)

Matt,

The following and the other attached document should cover the first two items listed below.

I will attach the MEMAC Compact/Agreement which will need to be signed by you, a witness and the city attorney. I have also drafted a resolution that will have to go before the city council for approval. The last document is the letter describing the types and the amounts of insurance carried by the city which will need to be included.

How to become a participating member of the MEMAC

Counties, municipalities, townships, political subdivisions, and interlocal public agencies can become a party to the MEMAC by submitting the following to the Emergency Management Division;

- An original signed copy of the Compact/Agreement.
- A resolution authorizing MEMAC participation.
- Letters describing the types and the amounts of insurance carried by the entity.

Each participating government is expected to maintain insurance for its own exposures regarding the following;

- public officials
- law enforcement
- general
- automobile liability
- workers' disability compensation

The Compact/Agreement will be in effect upon execution by the initial participating governments. No action is required of current signatories when additional signatories are added, and the Compact shall stay in effect indefinitely. A participating government may, however, terminate its involvement in the MEMAC by providing 30 days advance written notice to the Emergency Management Division.

For information about becoming a signatory to MEMAC, please contact Brianna Briggs at briggsb3@michigan.gov.



Fact Sheet

Michigan Emergency Management Assistance Compact (MEMAC)

The Michigan Emergency Management Assistance Compact (MEMAC) establishes a system for providing mutual aid to localities in Michigan in the event of a catastrophe or major disaster where existing mutual aid agreements become exhausted. The MEMAC is a voluntary agreement between governmental units in Michigan. The agreement sets forth a system to provide large-scale mutual aid assistance in the event of an emergency of such significance it appears beyond the capability of local resources to handle. The MEMAC was approved by the Governor in 2006 and was issued under the authority of Public Act 390 of 1976, as amended.

Who Can Join the MEMAC?

- Governmental units that may join the MEMAC include: the state of Michigan, counties, municipalities, townships, political subdivisions, federally recognized tribal nations, and "interlocal public agencies."

How Does a Governmental Unit Join the MEMAC?

Follow five simple steps:

1. The chief executive must sign the compact.
2. A resolution from the governmental unit must be provided.
3. A letter regarding the type of insurance for five defined lines of insurance must be provided to the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD).
 - i. Insurance is not required to be part of the MEMAC. Those entities who are self-insured may still join the MEMAC and operate at their own risk per Article VI.
4. A list of authorized contacts must be submitted to the MSP/EMHSD.
5. A copy of the resolution is filed with the County Clerk's Office.

What Type of Hazards can the MEMAC be Activated for?

- The MEMAC is intended to cover "all hazards" that are of such scope resources of many jurisdictions are required. Incidents that may require a need for large-scale mutual aid include fire, severe weather, chemical spills, explosions, or nuclear incidents.

Are There Disadvantages of Joining the MEMAC?

- There are no disadvantages to joining the MEMAC. Pre-planning is always better than no planning.
- The MEMAC is a way to leverage resources and provide assistance when needed.

What is the Difference between the MEMAC and the EMAC?

- The MEMAC is intrastate, jurisdiction helping jurisdiction within the state of Michigan.
- The Emergency Management Assistance Compact (EMAC) is interstate; state helping state.
- By being a MEMAC member, you or your resources are eligible to be deployed out of state as a part of the EMAC with your consent.
- All the benefits of the MEMAC apply to the EMAC.

Main Benefits of the MEMAC Membership

- When a significant emergency strikes, a large-scale response can be mobilized in an organized manner allowing jurisdictions to provide assistance, while minimizing the occurrence of "self deploying" resources.
- Reimbursement for assistance provided is set forth in a pre-agreement.
- Liability issues are addressed.
- Command structure and lines of authority are defined before an emergency occurs.

Main Benefits of the MEMAC in an Emergency

- It establishes a system for requesting and providing emergency assistance with pre-established reimbursement guidelines.
- It helps contain liability exposure to those who provide assistance.
- It enhances cooperation, pre-planning, and the prompt leverage of essential resources (people and equipment) from areas of availability to areas of need.

Main Benefits of Mutual Aid

- Disasters occur at the local level, and most disaster response resources (people, facilities, materials, and equipment) are located at the local level. Mutual aid can provide rapid emergency assistance from surrounding areas to those in need.
- No single entity can afford to maintain all the resources necessary in the case of a large-scale disaster. Mutual aid provides for the leveraging of resources.

Important Features of MEMAC for State and Local Government

- The MEMAC is activated upon request by the local government through the compact terms of agreement.
- The MEMAC is not a state mandate to provide assistance. The MEMAC is a mutual aid system, whereby both the requesting and providing parties agree to terms.
- Participation in the MEMAC is voluntary.
- For those jurisdictions who are joining or considering joining Michigan Mutual Aid Box Alarm System (MABAS) for fire/emergency medical services mutual aid, it is a requirement of the MABAS that you be a signatory to the MEMAC prior to joining.

For Additional Information and to Become a Signatory:

Contact Andrew Zaccagnini, MSP/EMHSD Logistics Analyst, at zaccagninia@michigan.gov or 517-512-4404.

MICHIGAN EMERGENCY MANAGEMENT ASSISTANCE COMPACT

**The Michigan State Police Emergency Management Division
Revised - October 8, 2004**

MICHIGAN EMERGENCY MANAGEMENT ASSISTANCE COMPACT

PREAMBLE

This agreement is entered into between the Michigan State Police Emergency Management Division on behalf of the State of Michigan, and by and among each county, municipality, township, federally recognized tribal nation and interlocal public agency that executes this agreement and adopts its terms and conditions, in view of the following facts:

WHEREAS, under MCL 30.403, the governor is responsible for coping with dangers to this state or the people of this state presented by a disaster or emergency and may issue executive orders, proclamations and directives having the force and effect of law to implement the provisions of the Michigan Emergency Management Act (P.A. 390 of 1976 as amended; MCL 30.401 *et seq.*); and

WHEREAS, under MCL 30.407, the director of the Department of State Police is *ex officio* the state director of emergency management, and the director or his or her designee is empowered to coordinate all federal, state, county, and municipal disaster prevention, mitigation, relief, and recovery operations within the state in compliance with the applicable provisions of the Michigan Emergency Management Plan; and

WHEREAS, under MCL 30.407a, the Emergency Management Division is charged with coordinating within this state the emergency management activities of county, municipal, state, and federal governments; and

WHEREAS, under MCL 30.407a(4)(h), the Emergency Management Division may provide for the coordination and cooperation of state agencies and departments with federal and local government agencies and departments in emergency management activities; and

WHEREAS, under MCL 30.410(2), municipalities and counties may enter into mutual aid or reciprocal aid agreements or compacts with other counties, municipalities, public agencies, private sector agencies, federally recognized tribal nations or all of these entities; and

WHEREAS, under MCL 30.407a (4) (j), the Emergency Management Division may propose and administer statewide mutual aid compacts and agreements; and

WHEREAS, under MCL 3.991 *et seq.*, the State of Michigan has entered into and agreed to participate in the interstate Emergency Management Assistance Compact (EMAC), with authority and responsibility for the coordination of the state's participation in EMAC delegated to the Emergency Management Division; and

WHEREAS, under Executive Order 2003-6, the director of the Department of State Police also has been appointed by the governor as the state director of homeland security, with the Emergency Management Division designated as the focal point and coordinating agency for all issues and actions related to homeland security within this state; and

WHEREAS, the State of Michigan and each of its political subdivisions must confront the threats to public health and safety posed by possible terrorist attacks involving chemical, biological, nuclear, radiological, incendiary or explosive (CBRNE) weapons of mass destruction; and

WHEREAS, the State of Michigan and each of its political subdivisions continue to face threats to public health and safety from both man-made and natural emergencies and disasters, including, but not limited to: fires; floods; snow storms; ice storms; tornadoes; wind storms; wave action; oil spills; water contamination; utility failures; hazardous peacetime radiological incidents; major transportation accidents; hazardous materials incidents; epidemics; air contamination; blight; drought; infestation; explosions; hostile military or paramilitary actions; riots; or civil disorders capable of causing severe damage to property and danger to life; and

WHEREAS, neither the State of Michigan nor any of its individual political subdivisions possesses all the necessary resources to cope with every possible emergency or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of the collective resources of the state and its political subdivisions; and

WHEREAS, the parties to this agreement have determined that it is in their collective best interests to develop and implement comprehensive preparedness plans and conduct joint exercises prior to a sudden and immediate need in order to enhance the efficiency and effectiveness of their response to any emergency or disaster; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I: DEFINITIONS

1. **Agreement:** Michigan Emergency Management Assistance Compact (MEMAC).
2. **Assisting Party:** Any participating governmental entity furnishing equipment, services and/or personnel to a requesting party under this agreement.
3. **Authorized Representative:** The chief executive of a participating governmental entity, or his or her designee, who has written authorization to request, offer, or provide assistance under the terms of this agreement.
4. **Disaster:** An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including, but not limited to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorders. (MCL 30.402(e))
5. **Emergency:** Any occasion or instance in which the governor determines state assistance is needed to supplement local efforts and capabilities to save lives, protect property and the public health and safety, or to lessen or avert the threat of a catastrophe in any part of the state. (MCL 30.402(h))
6. **Emergency Management Division:** The Michigan State Police Emergency Management Division (MSPEMD). (MCL 30.407a)
7. **Federal Emergency Management Agency (FEMA):** a former independent agency that became part of the new Department of Homeland Security in March 2003 - is tasked with responding to, planning for, recovering from and mitigating against disasters.
8. **Federally Recognized Tribal Nation:** A Native American Indian tribe located within the State of Michigan and recognized by the U.S. Department of Interior, Bureau of Indian Affairs.
9. **Interlocal Public Agency:** A governmental entity created by an agreement between other governmental entities pursuant to MCL 124.501 *et seq.*
10. **Local State of Emergency:** A proclamation or declaration by the chief executive official of a county or municipality that activates the response and recovery aspects

of all applicable local or interjurisdictional emergency operations plans and authorizes the furnishing of assistance under those plans. (MCL 30.402(j))

11. **Michigan Emergency Management Act:** P. A. 390 of 1976 as amended in 1990 and 2002. (MCL 30. 401 *et seq.*)
12. **Michigan Emergency Management Plan:** A comprehensive emergency management plan that the Emergency Management Division is required to prepare and maintain that includes mitigation, preparedness, response and recovery for the state. (MCL 30. 407a (2))
13. **Other Serious Threats to Public Health and Safety:** Other threats or incidents such as those described above as “disasters,” of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance, but for which no local, state or federal declaration of emergency or disaster is forthcoming or likely to result.
14. **Participating Government:** The State of Michigan, as well as any political subdivision that executes this agreement and supplies a complete, executed copy to the Emergency Management Division.
15. **Period of Assistance:** The period of time beginning with the departure of any personnel and/or equipment of the assisting party from any point for the purpose of traveling to provide assistance to the requesting party, and ending upon the return of all the assisting party’s personnel and equipment, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip during which the personnel of the assisting party are engaged in activities not reasonably necessary for their safe travel to or from the jurisdiction of the requesting party.
16. **Political Subdivision:** A county, municipality, school district or other governmental unit, agency, body, board or commission which is not a state department, board, commission or agency of state government. (MCL 30.402(n))
17. **Requesting Party:** Any participating governmental entity requesting and receiving emergency assistance under this agreement.
18. **Work or Work-Related Period:** Any period of time in which either the personnel or equipment of the assisting party are being used by or on behalf of the requesting party to provide emergency assistance, and for which the requesting party agrees to reimburse the assisting party. Specifically included within such work-related periods are reasonable meal or rest breaks, following which the personnel of the assisting party return to active emergency assistance work.

ARTICLE II: ELIGIBILITY AND PROCESS FOR PARTICIPATION

The State of Michigan, counties, municipalities, townships, political subdivisions, federally recognized tribal nations and interlocal public agencies of the State of Michigan may become a party to this agreement by executing a copy of this agreement and providing a copy with original signatures and authorizing resolution(s) to the Emergency Management Division. The list of authorized representatives for each participating governmental entity executing this agreement shall be attached as "Attachment A", and shall be updated as needed by means of written notification to the Emergency Management Division. Each participating government shall cooperate with the Emergency Management Division to the extent possible in providing requested information for the development of files or databases of relevant resources.

ARTICLE III: GENERAL IMPLEMENTATION PROCEDURES

When a participating government either becomes affected by, or is under imminent threat of, an emergency, disaster or other serious threat to public health and safety, an authorized representative of that entity may invoke this agreement by communicating a request for assistance by any practical means to the Emergency Management Division through the Michigan State Police Operations Desk, which is the central, 24-hour, emergency communications center for the State of Michigan. The Operations Desk shall immediately notify the Emergency Management Division of all such requests. Verbal requests shall be confirmed in writing within 24 hours of the original request. All requests for assistance under MEMAC must be made to the Emergency Management Division through the Operations Desk. Direct requests for assistance between or among participating governments shall be considered as activation of local or regional mutual aid or reciprocal aid agreements, and not MEMAC; however, this does not preclude later requests for MEMAC assistance through the prescribed system.

Requests for assistance under MEMAC shall be limited to emergencies, disasters or other serious threats to public health and safety. MEMAC is primarily intended to facilitate a comprehensive and coordinated response to major or widespread threats or catastrophic events for which a local and gubernatorial declaration of a state of emergency or disaster for the affected jurisdiction(s) are anticipated or already issued. However, nothing precludes a requesting agency from invoking MEMAC for emergencies, disasters or other serious threats to public health and safety in the absence of a formal emergency or disaster declaration at any level. MEMAC assistance shall not be requested by any participating government unless it is anticipated that the resources available within the jurisdiction or through other, preexisting local or regional mutual aid or reciprocal aid compacts or agreements will be exhausted, inadequate or overwhelmed in response to the threat or event being faced.

The Emergency Management Division shall coordinate MEMAC planning and training, and occasionally conduct exercises of MEMAC activation and operations as deemed necessary. Exercises shall be designed and conducted so as to minimize extraordinary expenses to the extent possible. Participating governments shall not receive reimbursement for exercises, training or planning pertaining to MEMAC unless approved by the Emergency Management Division from available state or federal funds authorized for such purposes.

The established emergency management system for the State of Michigan will be followed to the extent practicable in implementing MEMAC. An authorized representative of the affected participating government must make requests for assistance under this agreement. Municipalities without an appointed emergency management coordinator shall coordinate requests for MEMAC assistance or for other state or federal assistance with their respective county emergency management coordinators as soon as practicable. Local emergency management coordinators shall, in turn, coordinate their activities with the Emergency Management Division through the division's district coordinator assigned to that area. See "Attachment E" for Summary Implementation Guidelines.

A. Requests for Assistance under MEMAC: Participating governments invoking MEMAC as requesting parties shall provide the Emergency Management Division with the information set forth in Article III, Paragraph F. The division shall then assess its database of available and relevant resources; contact other participating governments or mobilize state assets for assistance; and coordinate the mobilization of assistance under this agreement.

Neither the Emergency Management Division nor the State of Michigan shall be responsible for any reimbursement or compensation costs associated with coordinating or facilitating such requests for assistance between or among participating governments, unless the Emergency Management Division is the requesting party on behalf of the State of Michigan. In all cases, the party receiving assistance shall be responsible for the costs incurred by any assisting party rendering aid under this agreement.

B. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements: Participating governments may, when faced with an emergency, disaster or other serious threat to public health and safety, invoke other, local or regional mutual aid or reciprocal aid compacts or agreements in lieu of, prior to, or in addition to, invoking MEMAC. Neither participation in nor requests for assistance under MEMAC shall preclude, supersede or negate the activation or the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements.

C. The State as Requesting Party: The state director of emergency management may, with the approval of the governor, invoke MEMAC as the requesting party on behalf of the State of Michigan when: the director believes and the governor concurs that the threat or actual occurrence of an emergency, disaster or other serious threat to public health and safety is so severe or widespread that it significantly affects the safety and welfare of the people of the State of Michigan; the governor has issued or is expected to issue a declaration of a state of emergency or disaster for the affected jurisdiction(s); and the combined resources of the affected jurisdiction(s) and the state would be exhausted, overwhelmed or inadequate to respond to the event without additional assistance from other participating governments. The director shall seek input from the Emergency Management Division and its district coordinators assigned in the affected area(s) in determining whether to invoke MEMAC on behalf of the state. The Emergency Management Division shall fulfill all the responsibilities pertaining to assessment, notification, organization, providing information and reimbursement on behalf of the state when the state is the requesting party under MEMAC.

D. Rights and Privileges: The provisions of the Michigan Emergency Management Act (P.A. 390 of 1976 Sec.11 as amended; MCL 30.411) shall apply when the personnel, equipment or other resources of any participating government respond as an assisting party and provide emergency assistance outside their respective jurisdictions under any MEMAC request, for purposes of tort liability, immunity, authority, and worker's disability compensation.

Sec. 11. (1) Personnel of disaster relief forces while on duty shall:

(a) If they are an employee of the state, have the powers, duties, rights, privileges, and immunities of and receive the compensation incidental to their employment.

(b) If they are employees of a county, municipality, or other governmental agency regardless of where serving, have the powers, duties, rights, privileges, and immunities and receive the compensation incidental to their employment.

(c) If they are not employees of the state, a county, municipality, or other governmental agency, be entitled to the same rights and immunities as are provided by law for the employees of the state. All personnel of disaster relief forces shall, while on duty, be subject to the operational control of the authority in charge of disaster relief activities in the area in which they are serving, and shall be reimbursed for all actual and necessary travel and subsistence expenses.

Nothing in this agreement, including participation or non-participation by any eligible governmental entities, shall abrogate or supersede the powers and authority of the governor or state director of emergency management under MCL 30.401 *et seq.* to

provide direct state assistance (i.e., personnel, equipment or other resources), or to order local political subdivisions of the State of Michigan to provide mutual aid to affected areas outside their own respective jurisdictions, regardless of whether MEMAC has been activated. Neither shall it supersede or abrogate the powers and authority of the state fire marshal under MCL 419.201 *et seq.* or Executive Order No. 2003-18, to mobilize and require the assistance of fire departments outside their respective jurisdictions in the event of emergencies that affect the safety and welfare of the people of Michigan. However, it is the intent of MEMAC to enhance preparedness and response capabilities statewide through voluntary participation and advance planning by the State of Michigan and its political subdivisions, thereby reducing the need for the governor or state police director to exercise their compulsory powers related to mutual aid on an *ad hoc* emergency basis as authorized by law.

E. No State, Division, or Signatory Liability: In no event shall the Emergency Management Division, the State of Michigan, or any signatory to this agreement be responsible for costs associated with emergency assistance under this agreement in the absence of appropriated funds or where such funding would be contrary to law.

F. Required Information: Each request for assistance shall be accompanied by the following information, to the extent known:

1. A general description of the damage or harm sustained or threatened;
2. Identification of the emergency service function(s) for which assistance is needed (e.g. fire service, law enforcement, emergency medical services, transportation, search and rescue, communications, public works, engineering, building, inspection, planning and information assistance, mass care, resource support, public health, etc.), and the particular type of assistance needed;
3. The amount and type of personnel, equipment, materials, and supplies needed with a reasonable estimate of the length of time that each will be needed;
4. A proposed time and place for representatives of both the requesting and assisting parties to coordinate their activities and resources.

This information may be provided on the Assistance Request Form attached to this agreement as "Attachment B". The Emergency Management Division may subsequently and occasionally revise the format of "Attachment B" as needed. In that case, the division shall distribute copies of the revised form to all participating governments.

G. Duty to Assess Availability of Resources and Render Assistance: When contacted by the Emergency Management Division, the authorized representative(s) of any participating government shall assess their own situation to determine available personnel, equipment and other appropriate resources. It shall be the duty of each participating government to render all reasonably available assistance when requested under this agreement to the fullest extent possible and as expeditiously as possible.

However, a participating government may withhold, decline or refuse to provide any or all requested assistance even if available if such compliance would unreasonably jeopardize public health and safety, security or emergency response capabilities in its own jurisdiction. In such a case, an authorized representative of the participating government which has withheld or refused to provide requested assistance under MEMAC shall immediately notify the requesting party and the Emergency Management Division with an explanation, which shall be confirmed in writing to both the requesting party and the division within ten days.

An authorized representative of a participating government that agrees to provide assistance upon request under this agreement shall immediately communicate that assent and the information set forth in this Article III, Paragraph G below, to the extent known, to the Emergency Management Division by any means practicable. If the information is being provided in written form see Article III, Paragraph L for written acknowledgement guidelines.

1. A complete description of the personnel, equipment, and other resources to be furnished to the requesting party;
2. The estimated length of time that each of the personnel, equipment, and other resources will be available;
3. The areas of experience, training, and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when each type of the assistance to be provided will arrive at the location designated by the requesting party.

H. Standardized Incident Command System Required: All participating governments involved in MEMAC shall operate during exercises or actual activation pursuant to a standardized incident command system or unified command system (also known as incident management system) as currently endorsed and adopted by

the U.S. Fire Administration (USFA). Adoption of any alternate incident command system must be endorsed by a majority vote of a joint inter-service committee of public safety officials representing law enforcement, fire service, emergency medical service and emergency management, convened and chaired by the director of the Emergency Management Division.

- I. **Supervision and Control:** The personnel, equipment, and resources of any assisting party shall come and remain under the operational control of the incident commander from the time of arrival at the designated location for staging or response. Designated supervisory personnel of each assisting party shall retain direct supervision and control of their own personnel, equipment, and other resources. The incident commander shall assign work tasks to the supervisory personnel of each assisting party, who shall in turn assign work tasks and establish work schedules for their own personnel. In the event that two or more assisting parties combine to provide multijurisdictional teams or task forces according to their preexisting local or regional mutual aid compacts and operations, the supervisor(s) designated by the constituent jurisdictions shall exercise normal supervision and control of the team or task force as if it was an assisting party from a single jurisdiction.

Supervisory personnel of each assisting party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources they have furnished; and report work progress to the incident commander through appropriate channels. The personnel, equipment and other resources of any assisting party may be recalled to respond to emergencies, disasters or other serious threats to public health and safety within their own respective jurisdictions at any time. In such an event, the assisting parties being recalled shall, if possible, provide at least twenty-four hours' advance notice to the incident commander and the Emergency Management Division; otherwise, such notice shall be provided as soon as practicable.

When providers such as Emergency Medical Services, that require medical control supervision, render pre-hospital emergency medical care outside of their region under a MEMAC request they will operate under the authority of their own existing Medical Control Authority.

- J. **Food, Housing, & Self-Sufficiency:** Absent specific instructions or agreements to the contrary, the requesting party is ultimately responsible for providing safe and adequate food and housing for all assisting personnel during the entire period of assistance. However, recognizing that disasters and emergencies place

extraordinary demands and limitations on local resources and disrupt vital facilities and services in the stricken areas, it is expected that assisting parties should be self-sufficient to the extent possible. A requesting party may even specify that it will accept assistance only from assisting parties with self-sufficient personnel and resources.

- K. Communications:** Absent specific instructions or agreements to the contrary, the requesting party shall have the ultimate responsibility for coordinating communications among the personnel of the requesting and assisting parties. However, personnel, units, teams or task forces from each assisting party should be prepared to bring or obtain sufficient equipment for their own operations and communications needs.
- L. Written Acknowledgement:** Assisting parties shall respond to requests for assistance under this agreement by providing written acknowledgement to the requesting party and the Emergency Management Division as soon as practicable of the assistance to be rendered. This information may be provided on the Assistance Confirmation form attached to this agreement as “Attachment C”. The Emergency Management Division may subsequently and occasionally revise the format of “Attachment C” as needed. In that case, the division shall distribute copies of the revised form to all participating governments.

ARTICLE IV: REIMBURSEMENT

The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions, unless otherwise mutually agreed upon in writing by the requesting and assisting parties.

Nothing in this agreement, nor the activation of the provisions of this agreement, precludes the chief executive official of a participating government from requesting, through the Emergency Management Division, state and/or federal assistance, and/or the issuance of a gubernatorial or presidential declaration of emergency or disaster, according to the provisions of the Michigan Emergency Management Act and the federal Disaster Relief Act of 1974 (known as the Robert T. Stafford Act—Public Law 93-288, 88 Stat. 143), as amended by the Disaster Mitigation Act of 2000.

- A. Personnel:** During the period of assistance, each assisting party shall continue to pay its employees according to its then prevailing ordinances, rules, contracts and regulations. The requesting party shall reimburse each assisting party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP).

- B. Equipment:** The requesting party is obligated to reimburse each assisting party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or the current Schedule of Equipment Rates published by the Federal Emergency Management Agency (FEMA). See “Attachment D” for the current Schedule of Equipment Rates published by FEMA. For those instances in which costs are reimbursed by FEMA, the eligible direct costs shall be determined in accordance with 44 Code of Federal Regulations (CFR) 206.228. Each assisting party shall pay for all repairs to its own equipment as deemed necessary by its on-site supervisor(s) in order to maintain the equipment in safe operating condition. If practical, the requesting party may, upon request, provide fuel, miscellaneous supplies and minor repairs to assisting parties. The total equipment charges invoiced to the requesting party for reimbursement shall be reduced by the total value of fuel, supplies and repairs furnished by the requesting party, as well as by the amount of any insurance proceeds covering the damaged assets received by the assisting party as the result of covered losses from the event.
- C. Materials and Supplies:** The requesting party shall reimburse each assisting party for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness on the part of the assisting party involved. All assisting personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies they use during their response. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. As an alternative, the parties may agree that the requesting party will replace used or damaged materials and supplies with like kind and quality as acceptable to the assisting party.
- D. Record Keeping:** Each assisting party shall maintain records and submit invoices for reimbursement by the requesting party using the format used or required by FEMA publications, including 44 CFR Part 13, and applicable Office of Management and Budget (OMB) Circulars. Finance staff from both the requesting party and Emergency Management Division shall provide each assisting party with necessary information, directions and assistance for proper record keeping. In the event that the Emergency Management Division is invoiced as the requesting party on behalf of the state of Michigan under this agreement, all required documentation shall be provided to the division in accordance with the Michigan Emergency Management Act and the applicable administrative regulations.

E. Payment: Unless otherwise mutually agreed upon in writing by the requesting and assisting parties, each assisting party shall bill the requesting party for all reimbursable expenses with an itemized invoice as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR Part 206. The requesting party shall pay the invoice, or notify the billing party of any disputed items, as soon as practical. These time limits may be modified by mutual agreement.

The Emergency Management Division shall provide reimbursement for authorized expenses upon authorization from FEMA in the event of a presidential disaster declaration with public assistance provisions, or from the state disaster contingency fund under the provisions of MCL 30.419, or under such other law as may be applicable.

ARTICLE V: ARBITRATION OF DISPUTES REGARDING REIMBURSEMENT

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved in the following manner:

1. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific compact provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance. Representatives of both parties shall therefore meet within 30 days in an effort to resolve the dispute.
2. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in Section 1, either party may request that the controversy or claim be resolved through arbitration. Any arbitration under this provision shall be conducted under the commercial arbitration rules of the American Arbitration Association.
3. All parties shall bear their own costs of arbitration and attorney fees.
4. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

ARTICLE VI: INSURANCE

Each requesting and assisting party operating under this agreement shall bear the risk of its own actions as it would with normal, day-to-day operations, and determine for itself what kinds and amounts of insurance it should carry. The amount of reimbursement from any requesting party, or from any authorized state or federal

disaster relief funds, shall be reduced by the amount of any insurance proceeds covering the damaged assets that the requesting or assisting party collects as a result of losses experienced in rendering assistance pursuant to this agreement.

ARTICLE VII: LIABILITY

Requesting agencies shall not be responsible for the liability or the defense of the employees, volunteers, agents, and subcontractors, of the assisting parties.

ARTICLE VIII: LENGTH OF TIME FOR ACTIVATION UNDER MEMAC

Once a participating government has agreed and mobilized to respond as an assisting party under this agreement, the activation period may be terminated at any time by the requesting party if it is deemed that the threat or harm has subsided or outside resources and assistance are no longer needed. Otherwise, the period of obligation for assistance shall terminate no later than seven days after the initial activation regardless of whether there is a local or gubernatorial declaration of emergency or disaster, unless there is mutual agreement between or among the requesting and assisting parties to continue the activation for a specific number of days.

ARTICLE IX: SUPPLEMENTARY AGREEMENTS/ANNEXES

Specialized disciplines (e.g., fire service, EMS, HazMat response, etc.) may consider it necessary to develop supplementary agreements or annexes to MEMAC with more detailed plans or guidance for their response operations. Upon request, the Emergency Management Division shall convene and coordinate committees involving appropriate selected representatives from the discipline(s) involved to develop and promulgate such annexes or supplementary agreements.

All jurisdictions should note that when operating under an other than MEMAC mutual aid or reciprocal aid compact or agreement and it does not require the requesting parties to reimburse assisting parties, then the parties involved risk becoming ineligible for reimbursement from disaster relief or public assistance funds of the State of Michigan or federal government in the event of a gubernatorial and/or presidential disaster declaration. Also note that participating governments involved in MEMAC activation as assisting parties also risk becoming ineligible for reimbursement from disaster relief or public assistance funds of the State of Michigan or federal government if they make supplementary agreements in advance between or among themselves to waive reimbursement as required by this agreement.

ARTICLE X: TERM OF AGREEMENT AND PROCESS FOR WITHDRAWAL

This agreement shall be in effect for each participating government unless terminated

by advance written notice. Notice of termination or withdrawal from this agreement shall be made in writing and shall be served personally or by registered mail upon the director of the Emergency Management Division. Termination or withdrawal shall not be effective until thirty (30) days after the Emergency Management Division has received written notice. The termination or withdrawal from the agreement shall apply only to the participating government that has tendered the required notice; this agreement shall otherwise remain in full force and effect as to all other parties.

ARTICLE XI: IMPLEMENTATION OF MEMAC

This agreement shall become operative immediately upon its execution by any two eligible governmental entities, one of which may include the Emergency Management Division on behalf of the State of Michigan. It shall become effective for each successive signatory upon its execution by that political subdivision and receipt of the required legal documents by the Emergency Management Division, with no other actions required of any of the other participating governments.

ARTICLE XII: ROLE AND RESPONSIBILITIES OF THE EMERGENCY MANAGEMENT DIVISION

The role and responsibilities of the Emergency Management Division pertaining to MEMAC are to: administer and implement MEMAC; coordinate all exercises, planning and activation pertaining to MEMAC; maintain and update files or databases of participating governments and relevant documents; gather data pertaining to the relevant personnel, training, skills, equipment and other resources available from participating governments and serve as the central repository for files or databases of those resources; and fulfill the duties of notification, reimbursement, etc. when the State of Michigan is the requesting party under MEMAC. Nothing in this agreement herein shall be construed to limit the division from otherwise performing such duties and responsibilities as it may have under MCL 30.401 *et seq.*

ARTICLE XIII: SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should a court of competent jurisdiction rule any portion, section, or subsection of this agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection. All remaining portions and sections of this agreement not invalidated or nullified by a court ruling shall remain in full force and effect.

This agreement shall not be construed so as to make any other agreement, arrangement or contract, other than this agreement itself, binding on any parties to this agreement.

ARTICLE XIV: AMENDMENTS AND REVISIONS

Except as otherwise specified within this agreement, notice of any amendments or revisions of MEMAC must be made in writing to all participating governments by the Emergency Management Division, and shall only take effect for each participating government upon its acceptance and execution of an amended instrument promulgated by the division.

Nothing in this section shall be construed so as to prevent or restrict participating governments from making bilateral or multilateral agreements among themselves regarding matters where such agreements are specifically authorized or contemplated by pertinent sections of this agreement.

ARTICLE XV: PARTICIPATION IN EMAC

The State of Michigan is currently a participating member in the interstate Emergency Management Assistance Compact (EMAC) according to the provisions of MCL 3.991 *et seq.* In cases where the State of Michigan has received a request and agreed to provide assistance to another state, province or territory under EMAC, but lacks the particular personnel, equipment or other resources necessary, the state director of emergency management may, with the approval of the governor, invoke MEMAC with the state as requesting party in order to solicit assistance from other participating governments to respond as state assets outside the State of Michigan under EMAC. Such assistance under EMAC shall be completely voluntary on the part of local participating governments.

Personnel, equipment and other resources of assisting parties responding outside Michigan through the concurrent activation of MEMAC and EMAC shall be considered as state assets for the purposes of liability, immunity and worker's compensation. The State of Michigan shall also be responsible for reimbursement of costs to assisting parties according to the provisions of MEMAC. Assisting parties from local participating governments responding on behalf of the State of Michigan shall not be activated outside the state longer than seven days except by mutual agreement between the assisting parties and the state director of emergency management upon request from the affected EMAC jurisdiction.

Nothing herein shall be deemed to constitute either an obligation of future appropriations or a pledge of the credit of the State of Michigan or signatory to this agreement.

.....

IN WITNESS WHEREOF, the parties set forth below have duly executed this Agreement on the date set forth below:

For Jurisdiction of: City of Berkley _____

Printed Name: Matthew Baumgarten _____

Title: City Manager _____ **Date:** _____

Signature: _____

Attest: _____

Printed Name: _____

Title: _____ **Date:** _____

Signature: _____

Approved As To Form By Attorney For Signatory:

Printed Name: _____

Title: _____ **Date:** _____

Signature: _____

Attachment A

AUTHORIZED REPRESENTATIVES CONTACT INFORMATION
Michigan Emergency Management Assistance Compact

Date: _____

Name of Governmental Entity: City of Berkley

Mailing Address: 3338 Coolidge Hwy.

City, State, Zip Code: Berkley, MI 48072

Primary Representative: Matthew Koehn

Title: Director of Public Safety

24 hour Phone: (248) 658-3380 E-mail mkoehn@berkleypublicsafety.net

Address: 2395 West 12 Mile Road, Berkley, MI 48072

Day Phone: (248) 658-3389 Night Phone: (248) 444-0008

Pager: _____ Fax: (248) 658-3381

1st Alternate Name: Lt. Corey Miller

Title: Administration and Fire Operations

24 hour Phone: (248) 658-3380 E-mail cmiller@berkleypublicsafety.net

Address: 2395 West 12 Mile Road, Berkley, MI

Day Phone: 248-658-3385 Night Phone: 248-339-6151

Pager: _____ Fax: (248) 658-3381

2nd Alternate Name: Shawn Young

Title: Director of Public Works

24 hour Phone: 248-672-0293 E-mail syoung@berkleymich.net

Address: 3238 Bacon Berkley, MI 48072

Day Phone: (248) 658-3499 Night Phone: 248-672-0293

Pager: _____ Fax: 248.658.3491

**A RESOLUTION
Of the Council of the City of Berkley, Michigan
Authorizing an Application for the Michigan Emergency Management Assistance
Compact (MEMAC)**

WHEREAS, the State of Michigan Emergency Management Act, Act 390 of the Public Acts of 1976, as amended M.C.L. 30.401 et.seq. authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Act 390 of the Public Acts of 1976, as amended among political subdivisions within the State;

NOW, THEREFORE, be it resolved by the Berkley City Council that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Michigan Emergency Management Assistance Compact which is attached hereto and incorporated by reference.

ADOPTED BY: City Council of the City of Berkley, Michigan.

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution/Ordinance adopted by

The City of Berkley on _____

BY: Victoria Mitchell

TITLE: City Clerk

DATE: _____

A RESOLUTION

**of the Council of the City of Berkley, Michigan
establishing a Mayor's Academy on Services and Budget**

- WHEREAS,** After the failure of the Headlee Override Millage ballot proposal in May 2023, the Mayor and City Council of the City of Berkley recognize the value of an engaged and knowledgeable community to address misconceptions and false information; and
- WHEREAS,** Understanding local government priorities, operations, budgeting and finances is important to the day-to-day lives of those who live, work, own property and visit the City of Berkley; and
- WHEREAS,** The City of Berkley can meet this need by providing educational opportunities for residents to gain a better understanding of how the City provides services and the fiscal challenges each department faces; and
- WHEREAS,** The Mayor and City Council have instructed staff to create curriculum that informs and educates appointed residents on how department priorities are formed, potential future budget cuts and potential savings to the General Fund and what revenues are needed to fund annual operating expenses and designated funds, equipment, major repairs, renovations, improvements and other infrastructure; and
- WHEREAS,** Appointed residents will learn about City services and how they are provided directly from the employees who deliver them. They also will review the scope of services, the challenges departments face and City budgets to identify possible changes.
- WHEREAS,** Each Council member has identified interested residents in the community to serve on this committee; and

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

SECTION 1: The City Council convenes a Mayor's Academy on Services and Budget consisting of the following Berkley residents:

Michelle Buckler, Chair
Tim Murad, Vice Chair
Camron Amin
Jamie Bennett
Barbara Blanchard
Lorene Branch
Nick Crescenzi
Matt Duggan
Greg DuRoss
Joshua Hunter
Lisa Kempner
Mike Kerby
Bruce Pohl
Dean Smith
Josh Stapp
Mike Wiacek

SECTION 2: This ad hoc committee will begin its work on September 12, 2023, and meet for no more than 10 sessions, spending one evening a week on the duties, budget and challenges of each City department and/or the role of City Council.

SECTION 3: The City Clerk is hereby directed to formally notify the above residents of their appointment.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

August 14, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve a Cost-Sharing Agreement regarding 2022 Safe Streets and Roads For All (“SA4A”) Grant Program.

Ayes:

Nays:

Motion:

**COST-SHARING AGREEMENT REGARDING
2022 SAFE STREETS AND ROADS FOR ALL
("SS4A") GRANT PROGRAM**

This Cost-Sharing Agreement (the "Agreement") is made and entered into on _____, 2023 by and between the City of Ferndale ("Ferndale"), City of Berkley ("Berkley"), City of Hazel Park ("Hazel Park), City of Huntington Woods ("Huntington Woods"), City of Madison Heights ("Madison Heights"), City of Oak Park ("Oak Park"), and City of Pleasant Ridge ("Pleasant Ridge"), collectively referred to as "Local Communities".

The 2022 Safe Streets and Roads for All ("SS4A Grant") Program is a United States Department of Transportation ("USDOT") and Federal Highway Administration ("FHWA") Grant Program to study the historical development of the federal major highway system, including I-75, I-696, and Woodward Avenue and the impact of that development on the Local Communities, and

The SS4A Grant will allow the Local Communities to study and identify ways to restore connectivity between the Local Communities, improve economic opportunities within the Local Communities, identify opportunities to reduce pollution in the Local Communities and generate equitable opportunities for residents within the Local Communities; and

The SS4A Grant will allow for planning and engagement meetings with the Local Communities, implementation of services to measure the existing street network functions for users with connective devices, exploration of emerging technologies regarding transportation and safety issues for non-motorized users and examination of the effectiveness of already-implemented road diets and multi-modal safety improvements in the Local Communities.

NOW THEREFORE, the based on the mutual consideration and covenants stated below, the Local Communities agree as follows:

**I.
AUTHORIZATION FOR PLANNING**

The Local Communities authorize and agree to participate in the SS4A Grant Program as described in the attached SS4A Grant Application dated _____ (**Exhibit A**), subject to and contingent upon the SS4A receipt of the SS4A Grant funds by lead applicant, Ferndale filed on behalf of the Local Communities.

The planning shall be designed and implemented in accordance with the standards in the SS4A Grant application and the SS4A Grant Program general terms and conditions. If awarded the SS4A Grant by USDOT/FHWA, the Local Communities authorize Ferndale to administer the SS4A grant.

- A. Ferndale shall be authorized to:
- a. Coordinate meetings between appropriate Local Communities personnel to review and implement the action plans schedule set forth in the Grant Agreement between USDOT, FHWA and lead applicant, Ferndale;
 - b. Administer the SS4A Grant, expenses and reimbursements as specified in the Grant Agreement; and
 - c. Administer the planning association with the SS4A Grant.
 - d. Select the contractor/vendor for plan development upon receipt of a recommendation from a sub-committee of the Local Communities.

**II.
REIMBURSEMENT/PAYMENT**

The expected local share of the SS4A Grant Program, if awarded, is \$96,250. Each of the Local Communities shall reimburse Ferndale the local share amount of the SS4A Grant as set forth in **Exhibit B**, agreeing to and accepting Ferndale's coordination, supervision and oversight of the SS4A Grant Program as consideration for Ferndale's identified local match amount. If Ferndale pays any Local Communities' matching contribution amount, that Local Community shall reimburse Ferndale the amount paid within thirty (30) days of being invoiced by Ferndale.

**III.
RESERVATION OF RIGHTS, INSURANCE AND LIABILITY**

No Waiver of Governmental Immunity. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver of any governmental immunity as provided under law.

Agency. The Local Communities agree that at all times and for all purposes under the terms of this Agreement, no liability, right or benefit arising out of any agency relationship, either express or implied, shall arise or accrue as a result of this Agreement, except as provided in this Agreement. Ferndale shall have all necessary authority for coordinating the implementation and planning set forth in the SS4A Grant Agreement with USDOT and FHWA.

Liability and Insurance. The Local Communities shall each be solely responsible for the acts and omissions of their own employees, and agents. The Local Communities shall be responsible for maintaining liability insurance covering its respective activities as they relate to this Agreement.

**IV.
MISCELLANEOUS**

Entire Agreement. This Agreement sets forth the entire agreement between the Local Communities and supersedes any prior understandings. If there is any conflict between this Agreement, the SS4A Grant Application and the fee estimate (Exhibit B), the fee estimate set forth above shall control.

Severability. If a Court of competent jurisdiction finds any provisions of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

Governing Law. This Agreement shall be governed by Michigan law. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Oakland County Circuit Court.

Amendment. The Agreement may be amended only upon written agreement authorized by the governing bodies of the Local Communities.

No Implied Waiver. Absent a written waiver, no failure or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect its rights to require strict performance of this Agreement.

Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the Local Communities.

Assignment and Subletting. This Agreement may not be assigned nor may duties or obligations hereunder be delegated without the prior written agreement of the Local Communities.

Interpretation of Agreement. This is a negotiated Agreement. Should any part of this Agreement be in dispute, the Agreement shall not be construed more favorably for one party over any other, and the doctrine of construction against the drafter shall not apply.

No Third-Party Beneficiaries. The Local Communities do not intend to confer third party beneficiary status on any non-party to this Agreement.

Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts when taken together shall constitute one and the same instrument.

City of Ferndale

Mayor

By: _____
Clerk

Date: _____

City of Berkley

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Hazel Park

Mayor

By: _____
Clerk

Date: _____

City of Huntington Woods

Mayor

By: _____
Clerk

Date: _____

City of Madison Heights

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Oak Park

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Pleasant Ridge

By: _____
Mayor

By: _____
Clerk

Date: _____

EXHIBIT B

City of Ferndale	\$6,875.00
(as the administrative lead community, Ferndale will pay a lesser amount of the cost than the other Local Communities)	
City of Berkley	\$14,895.84
City of Hazel Park	\$14,895.84
City of Huntington Woods.....	\$14,895.84
City of Madison Heights.....	\$14,895.84
City of Oak Park.....	\$14,895.84
City of Pleasant Ridge	<u>\$14,895.84</u>
TOTAL	\$96,250.04

August 14, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to participate in the Teva, Allergan, CVS, Walgreens, and Walmart National Opioid Settlements and Authorize the City Manager to sign the Participation Agreements on the City's behalf.

Ayes:

Nays:

Motion:

**AG**

AG Nessel Announces Over \$338 Million Opioid Settlement with Walgreens

June 12, 2023

Media Contact:

Danny Wimmer

Press Secretary

agpress@michigan.gov

LANSING - [Michigan Attorney General Dana Nessel announced a settlement with Walgreens Pharmacy](#) worth \$338 million for their role in Michigan's opioid epidemic.

"The opioid epidemic was born, in part, out of a concert of action by many large corporations who reaped incredible profits as a result," said Nessel. "It is rewarding to both hold them accountable and secure much needed funding for the continued suffering of those with opioid-use disorder."

The settlement requires Michigan to join the [Walgreens National Opioid Settlement](#), which provides approximately \$200 million over 15 years. By participating in the National Settlement, eligible local governments will have an opportunity to participate in this portion of the settlement and receive direct payments.

Along with the Walgreens National Opioid Settlement, Michigan will receive an additional \$138 million additional dollars over 18 years.

Since taking office, AG Nessel has focused diligently on combatting the opioid epidemic and holding accountable those responsible for creating and fueling the crisis. This settlement with Walgreens will conclude litigation which dates back to when AG Nessel

took office in 2019. These years-long negotiations result from [the first time that a state sued major opioid manufacturers and distributors as drug dealers](#).

Since 2021, Nessel has joined a bipartisan coalition of Attorneys General that has already secured \$776 million for Michigan governments. Opioid manufacturer Johnson and Johnson and pharmaceutical distributors Cardinal Health, McKesson, and AmerisourceBergen settled with the State last year, earmarking [\\$26 billion for use across the nation in opioid treatment and addiction prevention efforts](#) – nearly the largest civil settlement in American history, second only to the [Tobacco Master Settlement of 1998](#). Those settlements also required that the offending companies establish new protocols to prevent future negligence in their manufacturing and distribution of controlled substances. Funds from Michigan’s \$776 million portion of the national sum have already begun being [allocated](#) to local and [statewide](#) initiatives and will continue to aid such efforts for the next 18 years.

Settlements with [opioid addiction treatment drug manufacturer Reckitt Benckiser Group](#) and [consulting firm McKinsey & Co.](#) for their culpability in exacerbating the effects of our nation’s opioid epidemic, have added to Michigan as well. Such efforts secured an additional \$2.6 million and \$19.5 million for Michigan, respectively.

National Settlements with Teva Pharmaceuticals, Allergan Pharmaceutical, CVS Pharmacy, and Walmart, inked at the end of 2022, are expected to add over \$445 million for Michigan governments. In total, Nessel’s efforts have brought nearly \$1.6 billion dollars for Michigan governments to combat Michigan’s ongoing opioid epidemic.

According to [MDHHS data](#), 2,532 Michiganders died of a drug overdose from January to November 2022, an average of 8 Michigan residents each day. If you or a loved one are in need of opioid addiction treatment, [there are resources to help](#).

###

Attorney General

MI Newswire

Press Release

Opioids

Related News

[Detroit Man Sentenced for Financial Abuse of Elderly Victim and Historic Church](#)

Walgreens National Opioid Settlement
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Berkley city, MI
Reference Number: CL-386702

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE WALGREENS NATIONAL OPIOID SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 6, 2023

The Michigan Department of Attorney General has reached a settlement with Walgreens Pharmacy regarding opioids. This settlement allows Michigan and eligible local governments to participate in the Walgreens National Settlement. You are receiving this *Participation Package* because your local government is eligible to participate. Your local government may receive direct payments from this settlement if it chooses to participate.

This electronic envelope contains:

- *Participation Forms* for Walgreens, including a release of any claims.
- The proposed Michigan State-Subdivision Agreement for the Teva, Allergan, CVS, Walmart, and Walgreens Settlements.

The *Participation Form* must be executed, without alteration, and submitted on or before September 6, 2023.

The proposed Michigan State-Subdivision Agreement for the Teva, Allergan, CVS, Walmart, and Walgreens Settlements is included for reference. This agreement is in the process of being ratified. The agreement defines the distribution between the State and Local Subdivisions and determines the allocation percentage of each Local Subdivision.

The subdivision participation forms received will be used to calculate Michigan's subdivision participation rate, which will determine whether Michigan earns its maximum potential payment under the settlement. Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in Michigan.

You are encouraged to discuss the terms and benefits of the *Walgreens National Opioid Settlement* with your counsel, your Attorney General's Office, and other contacts within your state.

Additional information may be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

The sign-on period for subdivisions ends on September 6, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Assistant Attorney General Matt Walker at the Michigan Department of Attorney General at 517-335-7632 or AG-OpioidLitigation@michigan.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes No

Governmental Entity: Berkley city	State: MI
Authorized Signatory: Matthew Ba	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF ALLERGAN, TEVA, CVS, WALMART, AND WALGREENS SETTLEMENT AGREEMENTS

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

I. Definitions

As used in this Memorandum of Understanding (“MOU”):

- A. “Administrative Fund” is 0.3% of the Local Government Share.
- B. “Actual Attorney Fees” are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. “Actual Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government receives, based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- D. “De minimis-share Local Government” is a Participating Local Government whose Final Allocation Percentage is less than .0083%.

- E. “Final Allocation Percentage” is a Participating Local Government’s Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is the Final Allocation Percentage for each Local Government.
- F. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- G. “Litigating Local Government Attorney Fee Fund” (“LLGAFF”) is an annually adjusted percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- H. “Litigating Local Governments” are the entities indicated as litigating in Exhibit C of this agreement.
- I. “Litigation Adjustment” is an adjustment applied to the Preliminary Allocation Percentage.
- J. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- K. “Local Governments” are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the eligible Local Governments of each of the Settlements.
- L. “National Contingency Fee Fund” are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- M. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlements.
- N. “Neutral Special Master” is an independent mediator selected by the State.
- O. “Opioid Remediation” is the term as defined by the Settlements.
- P. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement for the Settlements.
- Q. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- R. “Pharmaceutical Entities” are the “Released Entities” as defined by the Settlements.

- S. “Preliminary Allocation Percentage” is the percentage listed for a Participating Local Government in Exhibit B of this agreement.
- T. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- U. “Projected Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- V. “Settlements” are the Allergan, Teva, CVS, Walmart, and Walgreens national settlement agreements related to opioids and entered by the State between December 2022 and June 2023.
- W. “Settlement Payments” are scheduled monetary payments received through the Settlements.
- X. “Special Circumstance Fund” is 5% of the Local Government Share.
- Y. “State” is the State of Michigan acting through its Attorney General or her designees.
- Z. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

II. Terms

1. Participation in Settlements: The Parties agree that to participate in the Settlements, Local Governments must execute a Participation Agreement.
2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.

3. Distribution:

Settlement Payments are allocated as follows:

- 50% of Settlement Payments to the Local Government Share
- 50% of Settlement Payments to the State Share

4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:

- Administrative Fund
- Litigating Local Government Attorney Fee Fund
- Special Circumstance Fund

5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of 12%.

6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.

7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.

8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.

9. Attorney Fees:

- a. Attorney fee payments shall be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
- b. Projected Attorney Fees shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery, as previously agreed upon in the Michigan State-Subdivision for the Distributor and Janssen Settlements. Projected Attorney Fees shall be paid in equal installments over the shorter of: (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.
- c. Litigating Local Government Attorneys must apply to the National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee annual installment payment, the LLGAFF shall pay the deficiency for that year. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Allergan, Teva, CVS, Walmart, or Walgreens Settlement Agreements, respectively, that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
- d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery.
- e. If a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
- f. The Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.

10. Special Circumstance Fund: An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to

the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund. The deadline for initial applications shall be determined by the Michigan Department of Attorney General and reviewed for allocation determination by the Neutral Special Master. The allocation decisions of the Neutral Special Master shall be final and not appealable. Notwithstanding the foregoing, Local Governments may submit applications to revise the Special Circumstance Fund allocation determinations on March 29, 2030 to reflect changes in circumstances, and the Neutral Special Master may prospectively adjust the allocation of the Special Circumstance Fund at that time. Local Governments are limited to one application prior to the initial deadline and one subsequent application on March 29, 2030. Application to the Special Circumstance Fund may not be made with the express purpose of offsetting the Litigation Adjustment. The Neutral Special Master shall be paid solely from the Administrative Fund.

11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.
13. Reversion to Local Government Share:
 - a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage.

- b. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

III. Other Terms and Conditions

1. Governing Law and Venue: This agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the agreement, unless otherwise specified in this agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Michigan.
2. Modification: This agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this agreement shall be binding unless expressly reduced to writing and signed by the Parties.
3. Execution in Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. Assignment: The rights granted in this agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this agreement without the prior written approval of the other Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this agreement.
6. Captions: The captions contained in this agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this agreement or any part of it.
7. Entire Agreement: This agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This agreement

supersedes all previous oral or written communications, representations, or agreements on this subject.

8. Construction: The Parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby mutually acknowledge that they have had input into the drafting of this agreement and that, accordingly, in any construction to be made of this agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the agreement and the expressed intent of the Parties.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this agreement on their behalf are duly authorized and fully competent to do so.
10. Effectiveness: This agreement shall become effective on the date on which the last required signature is affixed to this agreement.

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Ada Township	0.0043760292%
Adrian City	0.0339626660%
Alcona County	0.0934630120%
Alger County	0.0879526161%
Algoma Township	0.0017535337%
Allegan County	0.4616561194%
Allen Park City	0.0642202609%
Allendale Charter Township	0.0046474905%
Alpena County	0.3552568075%
Alpine Charter Township	0.0015193823%
Ann Arbor City	0.2767977793%
Antrim County	0.2666726546%
Antwerp Township	0.0007847494%
Arenac County	0.1805504891%
Auburn Hills City	0.0703250556%
Bangor Charter Township	0.0065282392%
Baraga County	0.0830046065%
Barry County	0.2587191476%
Bath Charter Township	0.0321460332%
Battle Creek City	0.2045817057%
Bay City	0.0685863654%
Bay County	1.2330105691%
Bedford Township	0.0246542442%
Benton Charter Township	0.0542117185%
Benzie County	0.1559709002%
Berkley City	0.0214483383%
Berrien County	1.4353012866%
Beverly Hills Village	0.0274893432%
Big Rapids City	0.0146444451%
Birmingham City	0.0616071651%
Bloomfield Charter Township	0.1431441040%
Branch County	0.3823020966%
Brandon Charter Township	0.0178348199%
Brighton Township	0.0006049341%
Brownstown Charter Township	0.0618601336%

Exhibit A - Final Allocation Percentage

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Final Allocation Percentage
Burton City	0.0198287415%
Byron Township	0.0085803473%
Cadillac City	0.0592857184%
Caledonia Charter Township	0.0027577830%
Calhoun County	1.8505476605%
Cannon Township	0.0033093395%
Canton Charter Township	0.2635381672%
Cascade Charter Township	0.0121186350%
Cass County	0.4127455392%
Charlevoix County	0.2142858041%
Cheboygan County	0.3167238809%
Chesterfield Charter Township	0.1262511644%
Chippewa County	0.2680205692%
Clare County	0.2799817433%
Clawson City	0.0139497332%
Clinton Charter Township	0.6524317943%
Clinton County	0.5402669012%
Coldwater City	0.0077283577%
Commerce Charter Township	0.0198854362%
Comstock Charter Township	0.0084518668%
Cooper Charter Township	0.0009590766%
Crawford County	0.2886253251%
Davison Township	0.0088446355%
Dearborn City	0.2996583319%
Dearborn Heights City	0.1053620175%
Delhi Charter Township	0.0196753105%
Delta Charter Township	0.0405538922%
Delta County	0.2604485158%
Detroit City	7.1316532282%
Dewitt Charter Township	0.0367701778%
Dickinson County	0.2772929170%
East Bay Township	0.0014646767%
East Grand Rapids City	0.0207354059%
East Lansing City	0.1928773141%
Eastpointe City	0.1677249820%
Eaton County	1.0040382409%
Egelston Township	0.0059203305%
Emmet County	0.1813256578%
Emmett Charter Township	0.0081390406%

Exhibit A - Final Allocation Percentage

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Final Allocation Percentage
Escanaba City	0.0181020848%
Farmington City	0.0220247278%
Farmington Hills City	0.1651189520%
Fenton Charter Township	0.0018526954%
Fenton City	0.0479607189%
Ferndale City	0.0891131349%
Flat Rock City	0.0171781967%
Flint Charter Township	0.0255754903%
Flint City	2.9548125615%
Flushing Charter Township	0.0037431147%
Fort Gratiot Charter Township	0.0094416381%
Fraser City	0.0800906838%
Frenchtown Charter Township	0.0488838534%
Fruitport Charter Township	0.0129270962%
Gaines Township, Kent County	0.0089914131%
Garden City	0.0360229820%
Garfield Charter Township	0.0004066570%
Genesee Charter Township	0.0129462245%
Genesee County	2.0590679068%
Genoa Township	0.0000756167%
Georgetown Charter Township	0.0072026921%
Gladwin County	0.2150307736%
Gogebic County	0.0746722684%
Grand Blanc Charter Township	0.0209833611%
Grand Haven Charter Township	0.0112761850%
Grand Haven City	0.0347728914%
Grand Rapids Charter Township	0.0037568289%
Grand Rapids City	1.3440310108%
Grand Traverse County	0.9233801980%
Grandville City	0.0278015743%
Gratiot County	0.3525172203%
Green Oak Township	0.0321695305%
Grosse Ile Township	0.0214222891%
Grosse Pointe Park City	0.0283111539%
Grosse Pointe Woods City	0.0201749251%
Hamburg Township	0.0339303208%
Hamtramck City	0.1082345398%
Harper Woods City	0.0302106475%
Harrison Charter Township	0.1242049355%

Exhibit A - Final Allocation Percentage

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Final Allocation Percentage
Hartland Township	0.0002916646%
Hazel Park City	0.0439995757%
Highland Charter Township	0.0175909627%
Highland Park City	0.0233942274%
Hillsdale County	0.4179678350%
Holland Charter Township	0.0174327221%
Holland City	0.0989468652%
Holly Township	0.0024496552%
Houghton County	0.2492720157%
Huron Charter Township	0.0404726923%
Huron County	0.1750661517%
Independence Charter Township	0.0493200938%
Ingham County	2.3910807430%
Inkster City	0.0997567285%
Ionia City	0.0268462855%
Ionia County	0.5494312513%
Iosco County	0.3597973006%
Iron County	0.1234778975%
Iron Mountain City	0.0102890430%
Isabella County	0.6406629239%
Jackson City	0.1975961131%
Jackson County	0.6486601285%
Kalamazoo Charter Township	0.0310860965%
Kalamazoo City	0.2263063196%
Kalamazoo County	2.2227072398%
Kalkaska County	0.0983797692%
Kent County	3.1145250537%
Kentwood City	0.0850489860%
Keweenaw County	0.0040439910%
Lake County	0.0815750848%
Lansing City	0.5944941436%
Lapeer County	0.4730735299%
Leelanau County	0.1385869500%
Lenawee County	0.8823792954%
Lenox Township	0.0066875918%
Leoni Township	0.0054332410%
Lincoln Charter Township	0.0106649534%
Lincoln Park City	0.0949381273%
Livingston County	1.4976536818%

Exhibit A - Final Allocation Percentage

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Final Allocation Percentage
Livonia City	0.4479740966%
Luce County	0.0715137352%
Lyon Charter Township	0.0036024341%
Mackinac County	0.0543490033%
Macomb County	8.6511046551%
Macomb Township	0.0646503489%
Madison Heights City	0.0862367299%
Manistee County	0.3495468254%
Marion Township, Livingston County	0.0001188263%
Marquette City	0.0187316345%
Marquette County	0.6035274193%
Mason County	0.2785770312%
Mecosta County	0.1984658748%
Melvindale City	0.0310542941%
Menominee County	0.0944228353%
Meridian Charter Township	0.0423078149%
Midland City	0.1806420880%
Midland County	0.3217601862%
Milford Charter Township	0.0038407489%
Missaukee County	0.0599227243%
Monitor Charter Township	0.0026396387%
Monroe Charter Township	0.0071543602%
Monroe City	0.1256002278%
Monroe County	1.7154393930%
Montcalm County	0.6957834128%
Montmorency County	0.0985848161%
Mount Clemens City	0.0300567479%
Mount Morris Charter Township	0.0148781594%
Mount Pleasant City	0.0213788564%
Mundy Charter Township	0.0090106554%
Muskegon Charter Township	0.0215634933%
Muskegon City	0.1044619233%
Muskegon County	1.9100374032%
Muskegon Heights City	0.0299042116%
New Baltimore City	0.0287085237%
Newaygo County	0.5231812721%
Niles City	0.0348555605%
Niles Township	0.0128680285%
Northville Charter Township	0.0937410512%

Exhibit A - Final Allocation Percentage

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Final Allocation Percentage
Norton Shores City	0.0419374121%
Novi City	0.0875890282%
Oak Park City	0.0620117462%
Oakland Charter Township	0.0163938462%
Oakland County	5.8535727114%
Oceana County	0.2437642147%
Oceola Township	0.0002160479%
Ogemaw County	0.6231253016%
Ontonagon County	0.0564870884%
Orion Charter Township	0.0289580279%
Osceola County	0.2155121864%
Oscoda County	0.0586611524%
Oshtemo Charter Township	0.0074328492%
Otsego County	0.3179205988%
Ottawa County	0.8861345094%
Owosso City	0.0358761118%
Oxford Charter Township	0.0131849087%
Park Township, Ottawa County	0.0041475564%
Pittsfield Charter Township	0.0284820374%
Plainfield Charter Township	0.0087988887%
Plymouth Charter Township	0.0369908346%
Pontiac City	0.3368814739%
Port Huron Charter Township	0.0086247881%
Port Huron City	0.1557098020%
Portage City	0.0586895466%
Presque Isle County	0.1629846795%
Redford Charter Township	0.1266652554%
Riverview City	0.0288390774%
Rochester City	0.0238536559%
Rochester Hills City	0.0403860572%
Romulus City	0.1043054582%
Roscommon County	0.4301836680%
Roseville City	0.2553592802%
Royal Oak City	0.1551263540%
Saginaw Charter Township	0.0413527002%
Saginaw City	0.2574050901%
Saginaw County	1.8052764386%
Sanilac County	0.3884585223%
Sault Ste. Marie City	0.1102861730%

Exhibit A - Final Allocation Percentage

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Final Allocation Percentage
Schoolcraft County	0.0471801158%
Scio Charter Township	0.0030790141%
Shelby Charter Township	0.3026860745%
Shiawassee County	0.8126041030%
South Lyon City	0.0154738400%
Southfield City	0.2350837642%
Southfield Township	0.0000665064%
Southgate City	0.0530873036%
Spring Lake Township	0.0062120900%
Springfield Charter Township	0.0026713434%
St Clair County	2.2355271010%
St Joseph County	0.2548942158%
St. Clair Shores City	0.2031104044%
Sterling Heights City	1.0536459782%
Sturgis City	0.0358119958%
Summit Township, Jackson County	0.0087972622%
Superior Charter Township	0.0072444420%
Taylor City	0.2249624195%
Texas Charter Township	0.0031110081%
Thomas Township	0.0075956313%
Traverse City	0.0694748751%
Trenton City	0.0287924922%
Troy City	0.1410325234%
Tuscola County	0.4964109876%
Tyrone Township, Livingston County	0.0057576762%
Union Charter Township	0.0000306095%
Van Buren Charter Township	0.0769291491%
Van Buren County	0.4558652989%
Vienna Charter Township, Genesee County	0.0051656581%
Walker City	0.0344878971%
Warren City	1.3154129040%
Washington Township, Macomb County	0.0483326054%
Washtenaw County	2.6615292034%
Waterford Charter Township	0.1306353444%
Wayne City	0.0938477712%
Wayne County	11.4087527346%
West Bloomfield Charter Township	0.1567169672%
Westland City	0.3653116491%
Wexford County	0.3345381450%

Exhibit A - Final Allocation Percentage

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Final Allocation Percentage
White Lake Charter Township	0.0349824061%
Wixom City	0.0220746076%
Woodhaven City	0.0341752498%
Wyandotte City	0.0583665385%
Wyoming City	0.1526406854%
Ypsilanti Charter Township	0.0345854854%
Ypsilanti City	0.0536952762%
Zeeland Charter Township	0.0036753989%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000000%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Ada Township	0.0073233482%
Adrian City	0.0568370128%
Alcona County	0.0834491179%
Alger County	0.0785291215%
Algoma Township	0.0029345640%
Allegan County	0.7725881935%
Allen Park City	0.1074735355%
Allendale Charter Township	0.0077776425%
Alpena County	0.3171935781%
Alpine Charter Township	0.0025427083%
Ann Arbor City	0.4632250874%
Antrim County	0.2381005845%
Antwerp Township	0.0013132895%
Arenac County	0.1612057938%
Auburn Hills City	0.1176899978%
Bangor Charter Township	0.0109251027%
Baraga County	0.0741112558%
Barry County	0.4329702358%
Bath Charter Township	0.0537968516%
Battle Creek City	0.3423704436%
Bay City	0.1147802745%
Bay County	1.1009022938%
Bedford Township	0.0412592343%
Benton Charter Township	0.0907240950%
Benzie County	0.1392597323%
Berkley City	0.0358941044%
Berrien County	1.2815190059%
Beverly Hills Village	0.0460038135%
Big Rapids City	0.0245076907%
Birmingham City	0.1031004819%
Bloomfield Charter Township	0.2395537286%
Branch County	0.3413411577%
Brandon Charter Township	0.0298468290%
Brighton Township	0.0010123659%
Brownstown Charter Township	0.1035238283%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Preliminary Allocation Percentage
Burton City	0.0331836857%
Byron Township	0.0143593354%
Cadillac City	0.0992155073%
Caledonia Charter Township	0.0046151897%
Calhoun County	1.6522746969%
Cannon Township	0.0055382276%
Canton Charter Township	0.2353019350%
Cascade Charter Township	0.0202807109%
Cass County	0.3685228029%
Charlevoix County	0.1913266108%
Cheboygan County	0.2827891794%
Chesterfield Charter Township	0.2112831498%
Chippewa County	0.2393040796%
Clare County	0.4685534972%
Clawson City	0.0233450803%
Clinton Charter Township	0.5825283878%
Clinton County	0.4823811618%
Coldwater City	0.0129335184%
Commerce Charter Township	0.0332785651%
Comstock Charter Township	0.0141443213%
Cooper Charter Township	0.0016050286%
Crawford County	0.2577011831%
Davison Township	0.0148016255%
Dearborn City	0.5014825529%
Dearborn Heights City	0.1763248603%
Delhi Charter Township	0.0329269168%
Delta Charter Township	0.0678675252%
Delta County	0.2325433177%
Detroit City	6.3675475252%
Dewitt Charter Township	0.0615354244%
Dickinson County	0.2475829616%
East Bay Township	0.0024511576%
East Grand Rapids City	0.0347010017%
East Lansing City	0.1722118876%
Eastpointe City	0.2806901834%
Eaton County	0.8964627151%
Egelston Township	0.0099077587%
Emmet County	0.3034511111%
Emmett Charter Township	0.0136208021%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Preliminary Allocation Percentage
Escanaba City	0.0161625757%
Farmington City	0.0368587005%
Farmington Hills City	0.2763289545%
Fenton Charter Township	0.0031005125%
Fenton City	0.0802629568%
Ferndale City	0.1491321203%
Flat Rock City	0.0287479606%
Flint Charter Township	0.0428009530%
Flint City	2.6382255013%
Flushing Charter Township	0.0062641566%
Fort Gratiot Charter Township	0.0158007179%
Fraser City	0.1340329179%
Frenchtown Charter Township	0.0818078358%
Fruitport Charter Township	0.0216336824%
Gaines Township, Kent County	0.0150472599%
Garden City	0.0602849815%
Garfield Charter Township	0.0006805464%
Genesee Charter Township	0.0216656939%
Genesee County	1.8384534882%
Genoa Township	0.0001265457%
Georgetown Charter Township	0.0120538094%
Gladwin County	0.3598571100%
Gogebic County	0.1249651212%
Grand Blanc Charter Township	0.0351159584%
Grand Haven Charter Township	0.0188708587%
Grand Haven City	0.0581929367%
Grand Rapids Charter Township	0.0062871075%
Grand Rapids City	1.2000276882%
Grand Traverse County	0.8244466054%
Grandville City	0.0465263367%
Gratiot County	0.3147475181%
Green Oak Township	0.0538361746%
Grosse Ile Township	0.0358505107%
Grosse Pointe Park City	0.0473791255%
Grosse Pointe Woods City	0.0337630289%
Hamburg Township	0.0567828826%
Hamtramck City	0.1811320680%
Harper Woods City	0.0505579556%
Harrison Charter Township	0.1108972638%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Preliminary Allocation Percentage
Hartland Township	0.0004881050%
Hazel Park City	0.0736339264%
Highland Charter Township	0.0294387306%
Highland Park City	0.0391505779%
Hillsdale County	0.3731855670%
Holland Charter Township	0.0291739126%
Holland City	0.1655890102%
Holly Township	0.0040995334%
Houghton County	0.2225642997%
Huron Charter Township	0.0361363324%
Huron County	0.2929757372%
Independence Charter Township	0.0825378903%
Ingham County	2.1348935205%
Inkster City	0.1669443281%
Ionia City	0.0449276471%
Ionia County	0.4905636172%
Iosco County	0.3212475898%
Iron County	0.1102481228%
Iron Mountain City	0.0091866455%
Isabella County	0.5720204678%
Jackson City	0.1764251010%
Jackson County	1.0855421077%
Kalamazoo Charter Township	0.0520230321%
Kalamazoo City	0.3787268993%
Kalamazoo County	1.9845600355%
Kalkaska County	0.1646399668%
Kent County	2.7808259408%
Kentwood City	0.1423307082%
Keweenaw County	0.0067676775%
Lake County	0.0728348971%
Lansing City	0.5307983425%
Lapeer County	0.7916953951%
Leelanau County	0.1237383482%
Lenawee County	0.7878386566%
Lenox Township	0.0111917816%
Leoni Township	0.0090926074%
Lincoln Charter Township	0.0178479538%
Lincoln Park City	0.1588803292%
Livingston County	1.3371907873%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Preliminary Allocation Percentage
Livonia City	0.3999768720%
Luce County	0.0638515493%
Lyon Charter Township	0.0060287256%
Mackinac County	0.0909538431%
Macomb County	7.7242005849%
Macomb Township	0.1081932941%
Madison Heights City	0.1443184148%
Manistee County	0.3120953798%
Marion Township, Livingston County	0.0001988576%
Marquette City	0.0313476613%
Marquette County	0.5388637672%
Mason County	0.2487294921%
Mecosta County	0.3321355122%
Melvindale City	0.0519698104%
Menominee County	0.1580179806%
Meridian Charter Township	0.0708027402%
Midland City	0.3023071472%
Midland County	0.5384703258%
Milford Charter Township	0.0064275489%
Missaukee County	0.1002815458%
Monitor Charter Township	0.0044174736%
Monroe Charter Township	0.0119729252%
Monroe City	0.2101937979%
Monroe County	1.5316423152%
Montcalm County	0.6212351900%
Montmorency County	0.0880221572%
Mount Clemens City	0.0503004024%
Mount Morris Charter Township	0.0248988150%
Mount Pleasant City	0.0357778255%
Mundy Charter Township	0.0150794621%
Muskegon Charter Township	0.0360868180%
Muskegon City	0.1748185396%
Muskegon County	1.7053905386%
Muskegon Heights City	0.0500451306%
New Baltimore City	0.0480441296%
Newaygo County	0.4671261358%
Niles City	0.0583312847%
Niles Township	0.0215348319%
Northville Charter Township	0.0836973671%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Preliminary Allocation Percentage
Norton Shores City	0.0701828658%
Novi City	0.1465815056%
Oak Park City	0.1037775542%
Oakland Charter Township	0.0274353387%
Oakland County	5.2264042066%
Oceana County	0.2176466203%
Oceola Township	0.0003615593%
Ogemaw County	0.5563618764%
Ontonagon County	0.0504349004%
Orion Charter Township	0.0484616785%
Osceola County	0.1924215950%
Oscoda County	0.0981702870%
Oshtemo Charter Township	0.0124389806%
Otsego County	0.2838576775%
Ottawa County	1.4829589190%
Owosso City	0.0600391920%
Oxford Charter Township	0.0220651355%
Park Township, Ottawa County	0.0069409957%
Pittsfield Charter Township	0.0254303905%
Plainfield Charter Township	0.0147250675%
Plymouth Charter Township	0.0619046968%
Pontiac City	0.3007870303%
Port Huron Charter Township	0.0144337077%
Port Huron City	0.2605826060%
Portage City	0.0982178051%
Presque Isle County	0.1455220353%
Redford Charter Township	0.2119761371%
Riverview City	0.0482626131%
Rochester City	0.0399194381%
Rochester Hills City	0.0675866509%
Romulus City	0.0931298734%
Roscommon County	0.3840925607%
Roseville City	0.4273474490%
Royal Oak City	0.2596061973%
Saginaw Charter Township	0.0692043420%
Saginaw City	0.4307711416%
Saginaw County	1.6118539630%
Sanilac County	0.3468379663%
Sault Ste. Marie City	0.0984697973%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Preliminary Allocation Percentage
Schoolcraft County	0.0789566063%
Scio Charter Township	0.0051527746%
Shelby Charter Township	0.5065495239%
Shiawassee County	0.7255393777%
South Lyon City	0.0258956950%
Southfield City	0.3934160797%
Southfield Township	0.0001112995%
Southgate City	0.0888423705%
Spring Lake Township	0.0103960225%
Springfield Charter Township	0.0044705319%
St Clair County	1.9960063402%
St Joseph County	0.4265691571%
St. Clair Shores City	0.3399081996%
Sterling Heights City	0.9407553377%
Sturgis City	0.0599318930%
Summit Township, Jackson County	0.0147223455%
Superior Charter Township	0.0121236785%
Taylor City	0.3764778630%
Texas Charter Township	0.0052063171%
Thomas Township	0.0127113988%
Traverse City	0.0620311385%
Trenton City	0.0481846521%
Troy City	0.2360199679%
Tuscola County	0.4432240961%
Tyrone Township, Livingston County	0.0096355544%
Union Charter Township	0.0000512255%
Van Buren Charter Township	0.0686867403%
Van Buren County	0.7628971716%
Vienna Charter Township, Genesee County	0.0086448035%
Walker City	0.0577159947%
Warren City	1.1744758071%
Washington Township, Macomb County	0.0808853142%
Washtenaw County	2.3763653602%
Waterford Charter Township	0.2186201385%
Wayne City	0.0837926529%
Wayne County	10.1863863702%
West Bloomfield Charter Township	0.2622681115%
Westland City	0.3261711153%
Wexford County	0.2986947723%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Preliminary Allocation Percentage
White Lake Charter Township	0.0585435626%
Wixom City	0.0369421752%
Woodhaven City	0.0571927749%
Wyandotte City	0.0976772465%
Wyoming City	0.2554463949%
Ypsilanti Charter Township	0.0578793100%
Ypsilanti City	0.0898598214%
Zeeland Charter Township	0.0061508332%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000003%

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Ada Township	
Adrian City	
Alcona County	Yes
Alger County	Yes
Algoma Township	
Allegan County	
Allen Park City	
Allendale Charter Township	
Alpena County	Yes
Alpine Charter Township	
Ann Arbor City	
Antrim County	Yes
Antwerp Township	
Arenac County	Yes
Auburn Hills City	
Bangor Charter Township	
Baraga County	Yes
Barry County	
Bath Charter Township	
Battle Creek City	
Bay City	
Bay County	Yes
Bedford Township	
Benton Charter Township	
Benzie County	Yes
Berkley City	
Berrien County	Yes
Beverly Hills Village	
Big Rapids City	
Birmingham City	
Bloomfield Charter Township	
Branch County	Yes
Brandon Charter Township	
Brighton Township	
Brownstown Charter Township	

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Litigating Local Government
Burton City	
Byron Township	
Cadillac City	
Caledonia Charter Township	
Calhoun County	Yes
Cannon Township	
Canton Charter Township	Yes
Cascade Charter Township	
Cass County	Yes
Charlevoix County	Yes
Cheboygan County	Yes
Chesterfield Charter Township	
Chippewa County	Yes
Clare County	
Clawson City	
Clinton Charter Township	Yes
Clinton County	Yes
Coldwater City	
Commerce Charter Township	
Comstock Charter Township	
Cooper Charter Township	
Crawford County	Yes
Davison Township	
Dearborn City	
Dearborn Heights City	
Delhi Charter Township	
Delta Charter Township	
Delta County	Yes
Detroit City	Yes
Dewitt Charter Township	
Dickinson County	Yes
East Bay Township	
East Grand Rapids City	
East Lansing City	Yes
Eastpointe City	
Eaton County	Yes
Egelston Township	
Emmet County	
Emmett Charter Township	

Exhibit C - Litigating Local Governments

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Litigating Local Government
Escanaba City	Yes
Farmington City	
Farmington Hills City	
Fenton Charter Township	
Fenton City	
Ferndale City	
Flat Rock City	
Flint Charter Township	
Flint City	Yes
Flushing Charter Township	
Fort Gratiot Charter Township	
Fraser City	
Frenchtown Charter Township	
Fruitport Charter Township	
Gaines Township, Kent County	
Garden City	
Garfield Charter Township	
Genesee Charter Township	
Genesee County	Yes
Genoa Township	
Georgetown Charter Township	
Gladwin County	
Gogebic County	
Grand Blanc Charter Township	
Grand Haven Charter Township	
Grand Haven City	
Grand Rapids Charter Township	
Grand Rapids City	Yes
Grand Traverse County	Yes
Grandville City	
Gratiot County	Yes
Green Oak Township	
Grosse Ile Township	
Grosse Pointe Park City	
Grosse Pointe Woods City	
Hamburg Township	
Hamtramck City	
Harper Woods City	
Harrison Charter Township	Yes

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Litigating Local Government
Hartland Township	
Hazel Park City	
Highland Charter Township	
Highland Park City	
Hillsdale County	Yes
Holland Charter Township	
Holland City	
Holly Township	
Houghton County	Yes
Huron Charter Township	Yes
Huron County	
Independence Charter Township	
Ingham County	Yes
Inkster City	
Ionia City	
Ionia County	Yes
Iosco County	Yes
Iron County	Yes
Iron Mountain City	Yes
Isabella County	Yes
Jackson City	Yes
Jackson County	
Kalamazoo Charter Township	
Kalamazoo City	
Kalamazoo County	Yes
Kalkaska County	
Kent County	Yes
Kentwood City	
Keweenaw County	
Lake County	Yes
Lansing City	Yes
Lapeer County	
Leelanau County	Yes
Lenawee County	Yes
Lenox Township	
Leoni Township	
Lincoln Charter Township	
Lincoln Park City	
Livingston County	Yes

Exhibit C - Litigating Local Governments

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Litigating Local Government
Livonia City	Yes
Luce County	Yes
Lyon Charter Township	
Mackinac County	
Macomb County	Yes
Macomb Township	
Madison Heights City	
Manistee County	Yes
Marion Township, Livingston County	
Marquette City	
Marquette County	Yes
Mason County	Yes
Mecosta County	
Melvindale City	
Menominee County	
Meridian Charter Township	
Midland City	
Midland County	
Milford Charter Township	
Missaukee County	
Monitor Charter Township	
Monroe Charter Township	
Monroe City	
Monroe County	Yes
Montcalm County	Yes
Montmorency County	Yes
Mount Clemens City	
Mount Morris Charter Township	
Mount Pleasant City	
Mundy Charter Township	
Muskegon Charter Township	
Muskegon City	
Muskegon County	Yes
Muskegon Heights City	
New Baltimore City	
Newaygo County	Yes
Niles City	
Niles Township	
Northville Charter Township	Yes

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Litigating Local Government
Norton Shores City	
Novi City	
Oak Park City	
Oakland Charter Township	
Oakland County	Yes
Oceana County	Yes
Oceola Township	
Ogemaw County	Yes
Ontonagon County	Yes
Orion Charter Township	
Osceola County	Yes
Oscoda County	
Oshtemo Charter Township	
Otsego County	Yes
Ottawa County	
Owosso City	
Oxford Charter Township	
Park Township, Ottawa County	
Pittsfield Charter Township	Yes
Plainfield Charter Township	
Plymouth Charter Township	
Pontiac City	Yes
Port Huron Charter Township	
Port Huron City	
Portage City	
Presque Isle County	Yes
Redford Charter Township	
Riverview City	
Rochester City	
Rochester Hills City	
Romulus City	Yes
Roscommon County	Yes
Roseville City	
Royal Oak City	
Saginaw Charter Township	
Saginaw City	
Saginaw County	Yes
Sanilac County	Yes
Sault Ste. Marie City	Yes

Exhibit C - Litigating Local Governments

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Litigating Local Government
Schoolcraft County	
Scio Charter Township	
Shelby Charter Township	
Shiawassee County	Yes
South Lyon City	
Southfield City	
Southfield Township	
Southgate City	
Spring Lake Township	
Springfield Charter Township	
St Clair County	Yes
St Joseph County	
St. Clair Shores City	
Sterling Heights City	Yes
Sturgis City	
Summit Township, Jackson County	
Superior Charter Township	
Taylor City	
Texas Charter Township	
Thomas Township	
Traverse City	Yes
Trenton City	
Troy City	
Tuscola County	Yes
Tyrone Township, Livingston County	
Union Charter Township	
Van Buren Charter Township	Yes
Van Buren County	
Vienna Charter Township, Genesee County	
Walker City	
Warren City	Yes
Washington Township, Macomb County	
Washtenaw County	Yes
Waterford Charter Township	
Wayne City	Yes
Wayne County	Yes
West Bloomfield Charter Township	
Westland City	Yes
Wexford County	Yes

Exhibit C - Litigating Local Governments
 Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Litigating Local Government
White Lake Charter Township	
Wixom City	
Woodhaven City	
Wyandotte City	
Wyoming City	
Ypsilanti Charter Township	
Ypsilanti City	
Zeeland Charter Township	
Blackman Charter Township	
Detroit Wayne Mental Health Authority	Yes
Total	

State of Michigan

By: *Fadwa Hammoud*

Its: Chief Deputy Attorney General

Alcona County

By: Carolyn Brummund

Its: Commissioner

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231.946.0700

Alger County

By: Steve Webber

Its: County Administrator

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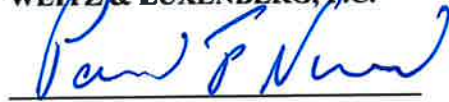
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Traverse City, MI 49684
231.946.0700

Alpena County

By: 

Its: County Administrator

WEITZ & LUXENBERG, P.C.



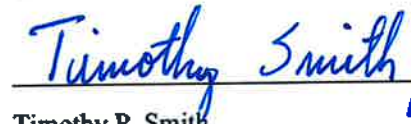
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Antrim County

By: 

Its: Jeremy Scott, Administrator

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Arenac County

By: Sally Mizuski

Its: Vice Chair

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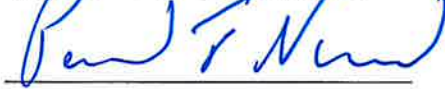
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Baraga County

By: 

Its: Prosecuting Attorney

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Bay County

By: Wangmum Benick

Its: Board Chair

APPROVED AS TO LEGAL FORM ONLY

Hendle Brey Pallen
BAY COUNTY CORPORATION COUNSEL

DATE: 3-21-2023

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Benzie County

By:



Bob Roelofs

March 28, 2023

Its: Chair, Board of Commissioners
Benzie County

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Berrien County

By: 

Its: County Administrator

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Branch County

By:

Its: Administrative, Michael "Bud" Norman

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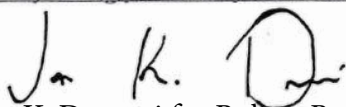
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Calhoun County

By:



Its: Administrator/Controller



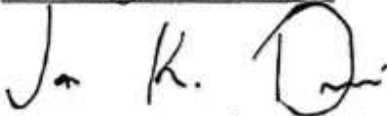
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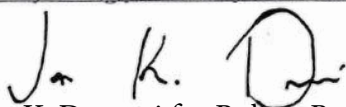
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By: Anne Marie Prohaska

Its: Canton Supervisor

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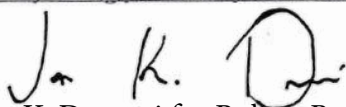
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By: Mark

Its: County Administrator

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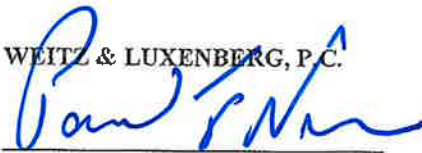
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Charlevoix County

By: 

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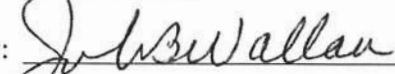
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Cheboygan County

By: 

Its: CHAIRMAN

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Chippewa County

By: Shelly J Church

Its: Administrator
Per REC 4-13-2003

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Clinton Charter Township

By:

Its:

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Deputy Supervisor

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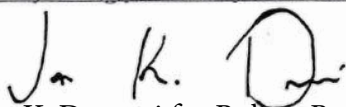
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Clinton County

By: Robert Shuman

Its: Board Chairperson

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Crawford County

By: *Kurii Jamison*

Its: *Chair, Board of Commissioners*

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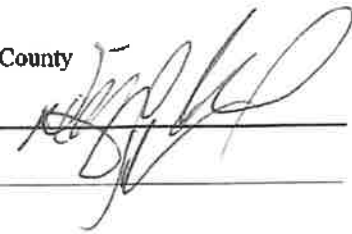
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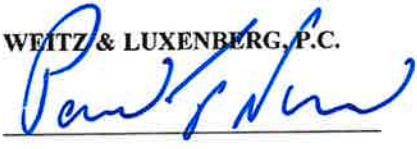
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12/17/11

Delta County
By: 
Its: _____

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City of Detroit

By: 

Its: Counsel to the Mayor

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Dickinson County

By: Brian R. Bousley

Its: County Controller/Administrator
Brian R. Bousley

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City of East Lansing

By: Randy Talifarro

Its: Interim City Manager

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Eaton County

By: Connie Sobie
Its: Controller/Administrator

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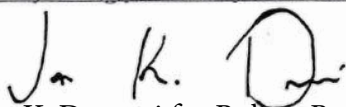
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City of Flint

By: 


Its: William Y Kim, City Attorney

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Genesee County

By: Ellen J. Ellenburg Ellen Ellenburg
Its: Chairperson, Board of Commissioners

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BEHM & BEHM

Michael Behm

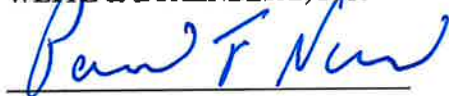
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City of Grand Rapids

By: 

Its: City Attorney

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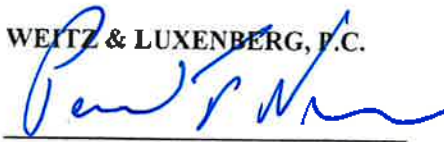
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Grand Traverse County

By: 

Its: Chairman

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Gratiot County

By: 

Its: County Administrator

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Harrison Charter Township

By:  _____

Its: Clerk _____

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Hillsdale County

By: *Paul F. Novak*

Its: *BOC CHAIR*

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By: *Christopher P. Green*

Its: *Administrator*

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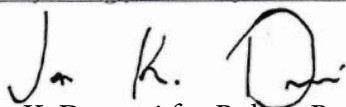
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Huron Charter Township

By: _____



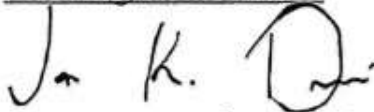
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Ingham County

By: *Ryan Sebolt* 4/11/23
Ryan Sebolt, Chairperson
Its: County Board of Commisisoners

APPROVED AS TO FORM
FOR COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By: Timothy M. Perrone - 4/7/2023

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Ionia County

By: Patrick Jordan

Its: County Administrator

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Iosco County

By: Jamie Caruiter Sobleski
Its: Controller / Finance Director

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Iron County

By: 

As: VICE CHAIRPERSON

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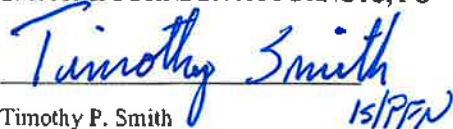
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City of Iron Mountain

By:  Digitally signed by Jordan Stanchina
Date: 2023.04.06 15:47:31 -0500

Its: _____

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Isabella County

By: 

Its: Gerald A. Jaloszynski, Board Vice-Chairperson

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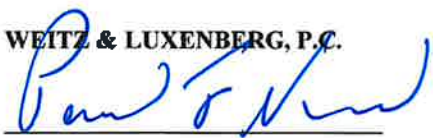
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City of Jackson

By: 
Matthew M. Hagedorn


Its: City Attorney 4-12-23

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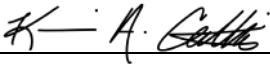
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Kalamazoo County

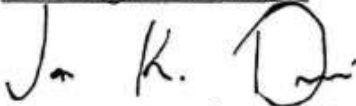
By: 

Its: County Administrator/Controller



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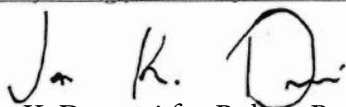
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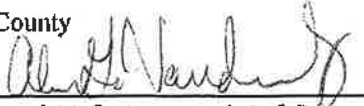
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Kent County

By: 

ALANG VANDERBERG

Its: ADMINISTRATOR / CONTROLLER

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Lake County

By: Tobi G Lake

Its: County Administrator
Tobi G Lake,

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City of Lansing

By: 
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Its: CITY ATTORNEY

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Leelanau County

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Its: *County Administrator*

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Lenawee County

By: 

Its: Kimberly L. Murphy, County Administrator

Lenawee County
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By: 
Nathan Burd
Its: **County Administrator**

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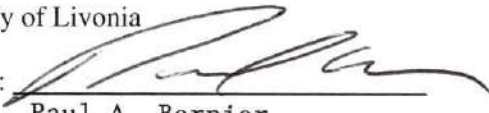
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City of Livonia

By:



Paul A. Bernier

Its:

City Attorney



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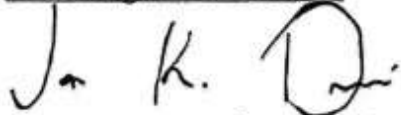
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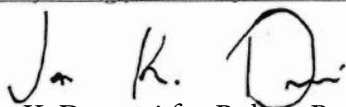
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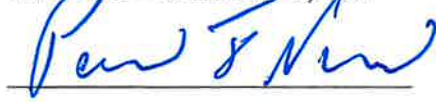
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Luce County

By: 

Its: County Clerk

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Macomb County

By: 

Its: MACOMB COUNTY CORPORATION Counsel

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Manistee County

By: Lise Salsola
Its: Controller/Administrator

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Marquette County

By: Donald O. Cashin March 30, 2023

Its: Chairman, Marquette County Board of Commissioners

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Timothy Smith *IS/PFN*

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Mason County

By: Fabian L. Knizack

FABIAN L. KNIZACK

Its: County Administrator

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12/PFN

Monroe County

By: 

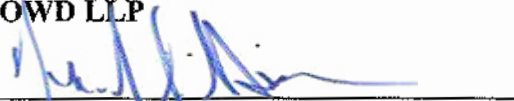
Its: Administrator / C.F.O

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Montcalm County

By: Brenda J. Sactes

Its: COUNTY CONTROLLER/ADMINISTRATOR

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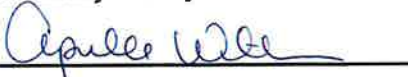
BEHM & BEHM

Michael Behm

Michael J. Behm
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Flint, Michigan 48503-1803
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15/PPN

Montmorency County

By: 

Its: County Controller

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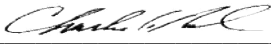
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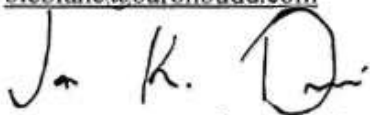
Muskegon County

By: 
Charles Nash

Its: Board Chair for Muskegon County



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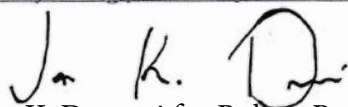
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Lisa M. Esser

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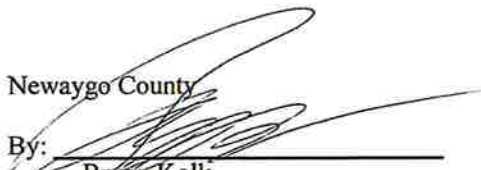
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Newaygo County
By: 
Bryan Kolk
Its: Newaygo County Board Chairman

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Northville Charter Township

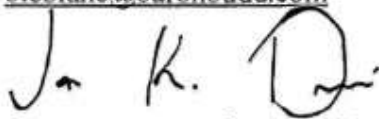
By: 

Its: Northville Township Manager



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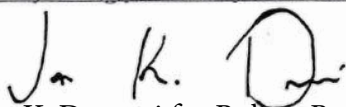
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Jan K. Durrani for Robert B. Sickels

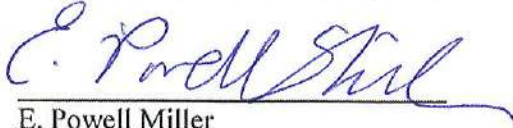
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Oakland County

By: 

Its: CHIEF FINANCIAL OFFICER

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Oceana County

By: Robert Dalk

Its: _____

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Ogemaw County

By: 

Its: County Administrator

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Ontonagon County

By: 

Its: MICHAEL A. FINDLAY
ONTONAGON PROSECUTING ATTORNEY

WEITZ & LUXENBERG, P.C.



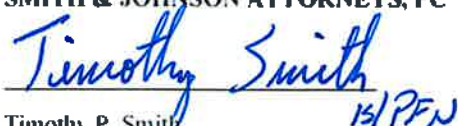
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Osceola County

By: Mark Gregory

Its: Mark Gregory, Chairman

4-4-23

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Otsego County

By: *Paul F. Novak*

Its: *Otsego County Administrator*

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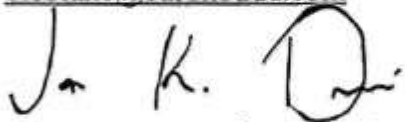
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Pittsfield Charter Township

By: Michelle L. Arzaldo
MICHELLE L. ARZALDO
Its: Pittsfield Twp. Clerk



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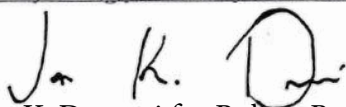
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By: 

Its: Mayor, Executive Office

Tim Greimel

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Attorneys for City of Pontiac, Michigan

Presque Isle County

By: 

Its: Chair

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City of Romulus

By: 

Its: Mayor

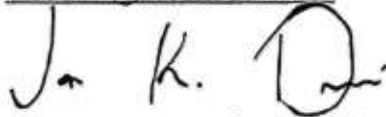
By: 

Its: Clerk



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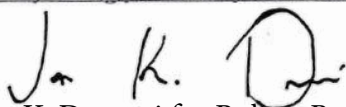
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Roscommon County

By: Jodi L. Valeriano

Its: Administrator/Controller

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Saginaw County
By: Robert Bellemea
Its: Controller / Chief Administrative officer

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Sanilac County

By: Nathan D. Roskey - Nathan D. Roskey

Its: Administrator / Controller

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By: Robert Brozer
Its: ACTING CITY MANAGER

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Shiawassee County

By: 

Its: County Administrator

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St. Clair County

By:

Its:

James Hightings
Administrative Controller

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City of Sterling Heights

By:  _____

Its: CITY MANAGER

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By: Richard I. Lewis

Its: Richard I. Lewis, Mayor

Benjamin C. Marentette
Benjamin C. Marentette, City Clerk

Approved as to Substance:
Penny Hill
Penny Hill, Acting City Manager

Approved as to Form:
Lauren Tribble-Laucht
Lauren Tribble-Laucht, City Attorney

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By: 

Its: Controller/Administrator

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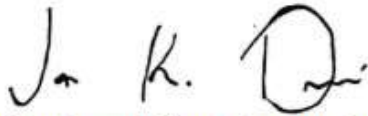

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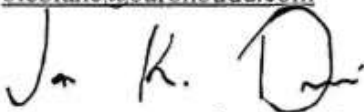
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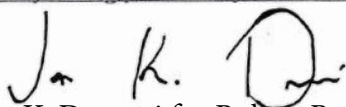
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City of Warren

By: 

Its: Mayor of Warren

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Washtenaw County

By: *Michelle K. Brinkhoff*

Its: Corporation Counsel

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City of Wayne

By: [Signature]
Its: City Manager

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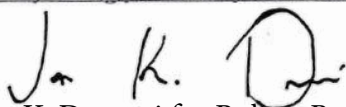
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Wayne County

By:



Warren C. Evans

Its:

County Executive

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City of ~~Westland~~
DocuSigned by:
By: Michael P. London
CB15374468304CD 336B49E8C5884EB
Its: Mayor & city Clerk

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Wexford County

By: Clifford Porterfield
Clifford Porterfield
Its: County Administrator

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**FIRST ADDENDUM TO THE MICHIGAN STATE-SUBDIVISION AGREEMENT
FOR ALLOCATION OF ALLERGAN, TEVA, CVS, AND WALMART
SETTLEMENT AGREEMENTS**

Addition of Walgreens Settlement

1. This Addendum amends the Agreement to insert Walgreens and/or the Walgreens Settlement in each appropriate location to render the Agreement equally applicable to Walgreens and the Walgreens Settlement as to the previously identified defendants and relevant settlements.
2. Specifically, this Addendum makes the following amendments:
 - a. Amend the title to read: Michigan State-Subdivision Agreement for the Allocation of Allergan, Teva, CVS, Walmart, and Walgreens Settlement Agreements
 - b. Amend paragraph I.V. to read: ‘Settlements’ are the Allergan, Teva, CVS, Walmart, and Walgreens national settlement agreements related to opioids and entered by the State between December 2022 and June 2023.
 - c. Amend the last sentence of paragraph II.9.c. to read: A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Allergan, Teva, CVS, Walmart, or Walgreens Settlement Agreements, respectively, that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.

State of Michigan

First Addendum to the Michigan State-Subdivision Agreement for Allocation of
Teva, Allergan, CVS, Walmart, and Walgreens Settlement Agreement

By: *Fadwa Hammoud*

Its: Chief Deputy Attorney General

Alcona County

By: _____

Its: _____

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Alpena County

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Its: _____

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Its: _____

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Branch County

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