

**CITY OF BERKLEY PUBLIC NOTICE  
REGULAR CITY COUNCIL MEETING  
Monday, October 17, 2022  
7:00 P.M. – City Hall  
248-658-3300**

**CALL 39<sup>th</sup> COUNCIL TO ORDER  
APPROVAL OF AGENDA  
INVOCATION – PASTOR ZACK DUNLAP  
PLEDGE OF ALLEGIANCE  
PUBLIC COMMENT  
ORDER OF BUSINESS**

**Consent Agenda**

1. **APPROVAL OF THE MINUTES**: Matter of [approving the minutes](#) of the 39<sup>th</sup> Regular City Council meeting on Monday, October 3, 2022.
2. **WARRANT**: Matter of [approving Warrant](#) No.1379.
3. **MOTION NO. M-96-22**: Matter of [casting Berkley's official vote](#) for the election of the Board of Directors for the MML Liability and Property Pool, directing the City Clerk to send in the marked ballot.
4. **MOTION NO. M-97-22**: Matter of [authorizing the Mayor to sign](#) the renewal of the Animal Shelter Services and Disposal Interlocal Agreement between Oakland County and the City of Berkley for fiscal years 2023 through 2025.
5. **PROCLAMATION P-34-22**: Matter of [proclaiming November 2022](#) as Native American Heritage Month.
6. **PROCLAMATION P-35-22**: Matter of [proclaiming November 2022](#) as Men's Health Awareness Month.

**Regular Agenda**

1. **RECOGNITIONS/PRESENTATIONS**: Matter of any recognitions or presentations from the Consent Agenda.
2. **MOTION NO. M-98-22**: Matter of [approving marihuana business license](#) #PMA20-0007 for Yellow Tail Ventures LLC #1 dba Moses Roses Provisioning Center to be located at 3120 11 Mile Road.
3. **MOTION NO. M-99-22**: Matter of [approving the City of Berkley](#) and the Department of Public Safety, to enter into an Inter-Local Agreement with the County of Oakland to participate in the "Oakland County Gun Buyback Pilot Program." This Oakland County funded event will take place on Saturday, October 22, 2022 from 10 a.m. to 2 p.m. in conjunction with the Royal Oak Police Department at the ROPD Station.
4. **RESOLUTION NO. R-22-22**: Matter of [designating Saturday, December 3, 2022](#) for the Annual Holiday Parade and Tree Lighting Ceremony in Berkley. The approval is conditional upon the submission of required items and documents prior to event dates.
5. **MOTION NO. M-100-22**: Matter of [awarding the 2022-2023 Preventative Pavement Maintenance](#) Contract to the lowest qualified bidder, SJR Pavement Repair in the amount of \$82,220 with an additional \$14,222 held in reserve for contingency and engineering costs for a total cost of \$96,442.
6. **MOTION NO. M-101-22**: Matter of [authorizing the City Manager to approve](#) the proposal from Fishbeck to provide professional services to conduct a parking study and strategic planning at a cost of \$32,000 to be split evenly with the Downtown Development Authority. Funds from this expenditure will come from account 101-801-817-000.

**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](mailto: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, OCTOBER 3, 2022 BY MAYOR TERBRACK**

**PRESENT:** Steve Baker                      Bridget Dean  
              Ross Gavin                     Dennis Hennen  
              Natalie Price                    Jessica Vilani  
              Daniel Terbrack

**APPROVAL OF AGENDA:**

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

**INVOCATION:** Reverend Mandy Beal

**PUBLIC COMMENT:**

Berkley Downtown Development Authority Executive Director Michael McGuinness addressed Council to make sure the community is aware that it is Boo!kley season. He thanked all those volunteering and decorating skeletons and stated that Sponsorships are also available. He thanked everyone that came out for restaurant weekend. He mentioned the upcoming October 13<sup>th</sup> Witches Night Out from 5-9 p.m. He said the trolley will be present that evening. He said there is also a new event this year, the Ghost Chase, which will be held on October 21<sup>st</sup>. He thanked the entire community for rallying around Boo!kley 2.0.

Oakland County Commissioner Charlie Cavell provided an update. He stated the Board recently passed a three-year \$1 Billion Budget with Bipartisan Support. He provided information on the upcoming November 8, 2022, Oakland County Transit Millage Proposal and the need for it to pass. He discussed the different types of services this transportation program will provide to residents, along with responding to the need to attract new talent to the County by providing mass transit. He stated even if you never use transit, hopefully, you are happy to pay for it just like you do for a fire department. He also discussed the positive environmental impact and congestion relief. If it fails at the election, he said they would need to find a Plan B.

**CONSENT AGENDA:**

Mayor Pro-Tem Dean moved to approve the following Consent Agenda  
Seconded by Councilmember Price

**APPROVAL OF THE MINUTES:** Matter of approving the minutes of the 39th Regular City Council meeting on Monday, September 19, 2022.

**ORDINANCE NO. O-05-22:** Matter of considering the Second Reading and Adoption of an Ordinance of the City Council of the City of Berkley, Michigan to amend Section 94-7, Signs Requiring Permits, and Section 94-12, Nonconforming Signs, in Chapter 94, Signs, of the City of Berkley Code of Ordinances to allow for signs for multi-tenant buildings and allow copy on nonconforming signs to be replaced.

**PROCLAMATION NO. P-33-22:** Matter of proclaiming October 10, 2022, as Indigenous Peoples Day.

**RESOLUTION NO. R-20-22:** Matter of adopting a resolution recognizing Joe Ozanich for achieving the rank of Eagle Scout

**RESOLUTION NO. R-21-22:** Matter of adopting a resolution recognizing Ian Burmeister for achieving the rank of Eagle Scout.

Ayes: Gavin, Hennen, Price, Vilani, Baker, Dean, and Terbrack  
Nays: None  
Motion Approved.

***REGULAR AGENDA:***

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

1. Mayor Pro-Tem Dean read R-20-22 in its entirety. Joe Ozanich, Eagle Scout, was presented with his resolution by members of the Council. His accolades of attaining Eagle Scout were noted.
2. Councilmember Baker read R-21-22 in its entirety. Ian Burmeister, Eagle Scout, was presented with his resolution by members of the Council. His accolades of attaining Eagle Scout were noted.

Neither Scout had any remarks. Mayor Terbrack thanked them both for their accomplishments not only for themselves but also for all the people they helped along the way.

**MOTION NO. M-91-22:** Matter of approving marihuana business license #PMA20-0029 for Seven Points Dispensing of Michigan LLC to be located at 28557 Woodward Ave.

Mayor Pro-Tem Dean moved to approve Motion No. M-91-22

Seconded by Councilmember Vilani

Ayes: Hennen, Price, Vilani, Dean, and Terbrack

Nays: Baker, Gavin

Motion Approved.

**MOTION NO. M-92-22:** Matter of approving marihuana adult use retailer business license #PMA20- 0003 for Operation Grow, LLC/dba Butter, at 2222 W. Eleven Mile Road. The applicant was previously approved on July 18, 2022, for a medical marihuana provisioning center business license at the same location.

Councilmember Price moved to approve Motion No. M-92-22

Seconded by Councilmember Vilani

Ayes: Price, Vilani, Baker, Dean, Gavin, Hennen, and Terbrack

Nays: None

Motion Approved.

**MOTION NO. M-93-22:** Matter of authorizing Hubbell, Roth & Clark (HRC) for professional design and engineering services related to the Wiltshire Road Improvement and Water Main Replacement Project at a cost not to exceed \$176,621.02. Funding has been allocated to the Road Millage and Water Service accounts 313-938-821-000 and 592-536-821-000.

Mayor Pro-Tem Dean moved to approve Motion No. M-93-22

Seconded by Councilmember Vilani

Ayes: Vilani, Baker, Dean, Gavin, Hennen, Price, and Terbrack

Nays: None

Motion Approved.



**MOTION NO. M-94-22:** Matter of adopting the MDOT Performance Resolution as part of an MDOT Annual Right-Of-Way Permit.

Councilmember Hennen moved to approve Motion No. M-94-22

Seconded by Mayor Pro-Tem Dean

Ayes: Baker, Dean, Gavin, Hennen, Price, Vilani, and Terbrack

Nays: None

Motion Approved.

**ORDINANCE NO. O-04-22:** Matter of considering the Second Reading and Adoption of an Ordinance of the City Council of the City of Berkley, Michigan to amend Article II of Chapter 90, Planning Commission, of the City of Berkley Code of Ordinances to reduce the size of the Planning Commission from 9 to 7 members.

Councilmember Gavin moved to approve Motion No. O-04-22

Seconded by Councilmember Price

Ayes: Dean, Gavin, Hennen, Price, Vilani, Baker, and Terbrack

Nays: None

Motion Approved.

**MOTION NO. M-95-22:** Matter of authorizing the City Manager to sign the Application for Additional Service Credit Purchase for Rebecca Stout approving two years of additional generic service credit. This purchase is allowed by the City of Berkley MERIT System of Human Resource Management Section 1001.08 and meets all of the requirements of the MERS Plan Document which would allow for this service credit purchase.

Mayor Pro-Tem Dean moved to approve Motion No. M-95-22

Seconded by Councilmember Hennen

Ayes: Gavin, Hennen, Price, Vilani, Baker, Dean, and Terbrack

Nays: None

Motion Approved.

## **COMMUNICATIONS:**

**COUNCILMEMBER HENNEN:** stated that the Tree Board mentioned as of last week 174 trees were ordered for the tree street program with the goal of 200. He said anyone still interested has time to contact the Department of Public Works (DPW) to place an order. He said anyone already placing an order should see planting in December. He stated Council had originally budgeted for a matching grant for a tree canopy study, but the Tree Board found a high quality of data and tools and was able to conduct its own study. He stated that freed up money and the DPW will be able to reallocate those funds to other things. He said the DPW applied for a Department of Natural Resources grant to inventory and trim trees, and if necessary, replace trees in our parks and around the city building. He said we should learn in the spring if we receive that grant. The upcoming October 10<sup>th</sup> Zoning Board of Appeals meeting will have one request for a home addition. His next talk with Dennis is on October 6<sup>th</sup> from 6-8 p.m. at the Berkley Public Library.

**COUNCILMEMBER PRICE:** stated at its meeting last week, the Beautification Advisory Committee expressed its immense gratitude for the efforts of the Downtown Development Authority, business owners, and residents for the Boo!kley decorations. She stated while strolling downtown, people should pop into the library for the monster match game in the teen room and spooky seek and find in the children's room. She stated programs this month are family storytime on Tuesday mornings, baby playtime on Thursday mornings, and an introduction to mindfulness on October 5<sup>th</sup> at 6:30 p.m. for adults. She stated there will be an afternoon book club on Tuesday, October 11<sup>th</sup> at 12:30 p.m., and an LGBTQ+ book club on Tuesday, October 18<sup>th</sup> at 6:30 p.m. Visit the library website or give them a call to register for those programs.

**COUNCILMEMBER BAKER:** wished everyone a Happy October and welcome to Boo!kley month. He said the Historical Committee meeting is on October 11<sup>th</sup> and preparations continue for 100 years as a village. He said the Committee welcomes any stories and photos that can be shared dating back that far and any time in between. He offered a friendly reminder that the Committee is now on Twitter and Instagram in addition to Facebook. He said visitors are always welcome at the Museum on Wednesdays from 10 a.m. to 1 p.m. and Sundays from 2 to 4 p.m. and may be visited online at [berkeleyhistory.com](http://berkeleyhistory.com). It was Michael Scott who once said, "I'm not superstitious, but I'm a little stitious." He said the Downtown Development Authority board meets next Wednesday and stays committed to opening crosswalks on Coolidge.

Councilmember Baker said Boo!kley is in full swing in downtown and some of the upcoming events include Witches Night Out on October 13<sup>th</sup> from 5-9 p.m. featuring free downtown trolley rides; Boo!kley Ghost Chase on October 21<sup>st</sup> from 6-9 p.m. which is a mix between a road rally, Amazing Race, and spooky fun; The trick-or-treat stroll on October 29<sup>th</sup> from noon-3 pm where attendees may dress up in their favorite costume and collect candy; and the Monster Mash from 2 to 6 p.m. the same evening. He invited everyone to join the Boo!kley Block Party between 12 Mile and Catalpa. He expressed his gratitude and appreciation to the businesses, residents, and volunteers bringing festive decorations that have brought magic to the season.

Councilmember Baker urged everyone to stay safe and hug someone you love because they need it more than you think they do.

**MAYOR PRO-TEM DEAN:** stated October is National Domestic Violence Awareness Month. For domestic and sexual violence, you can call 1-800-799-7233; Rape, Abuse & Incest National Network (RAINN) you can call 1-800-656-4673; HAVEN has a 24-hour crisis line at 248-334-1274 or you can visit [haven-oakland.org](http://haven-oakland.org); and LGBTQ+ Youth in Crisis can reach out to The Trevor Project's 24-hour helpline at 1-866-488-7386 or text/chat at [www.thetrevorproject.org/help](http://www.thetrevorproject.org/help). For mental health, anyone may contact Common Ground at 1-800-231-1127 or visit [commongroundhelps.org](http://commongroundhelps.org).

Mayor Pro Tem Dean thanked HAVEN, Berkley Department of Public Safety, Royal Oak Police Department, Judges Wittenberg and Meineke, and the Coordinated Community Response Team for all the work being done to support those affected by domestic violence. She said there has been an increase in referrals to HAVEN since this program started in Berkley and Royal Oak but that just means the information is getting out to those that need it. She is grateful for the hard work and agencies involved.

Mayor Pro Tem Dean offered a big thank you to everyone who came out to the touch a truck program. She said she is grateful to Director of Public Works Shawn Young and the Berkley DPW, Public Safety, and the DDA for making it as great as it was. She said many people from surrounding communities attended as well. She encouraged people to sign up for craft time with Sam on Wednesday, October 19<sup>th</sup> at the Community Center from 4-5 p.m. She said the program is suitable for K-5<sup>th</sup> graders and will be \$15 per child to create jack-o-lantern sun catchers. She stated that Parent-tot playgroup is back – register now for this fun interactive class that begins October 11<sup>th</sup> from 9:30 to 11 a.m. and runs for 5 weeks and is for ages 18 months to 3 years. She said drop-in play will return to the Community Center on Wednesdays beginning October 12<sup>th</sup> from 9-11 am – registration will be available online or in-person – the program is free and great for preschool-age children. She said parent supervision is required – drop in not drop off. She said the Friendsgiving bingo celebration will take place at the Community Center Wednesday, November 23<sup>rd</sup> from noon to 2 p.m. – your \$10 registration fee is required – includes lunch and two bingo cards. She said many new exciting senior trips and programs will be running over the next two months and those interested may check out the website [recreation.berkleymich.org](http://recreation.berkleymich.org), call 248-658-3470, or stop by the Community Center.

**COUNCILMEMBER GAVIN:** stated the Environmental Advisory Committee has not met since the last Council meeting but will have its next meeting on October 20<sup>th</sup> at 6:30 pm in the 2<sup>nd</sup> Floor Conference Room in the Public Safety Building 2<sup>nd</sup> floor. He stated the Planning Commission did meet and had a really good discussion on outdoor seating, vape shops, ordinance language, and DDA guidelines moving forward to a public hearing. He said the EAC also had an election of officers for a one-year term. He said there will be a special meeting on October 11<sup>th</sup> at 7 p.m. and the next regular meeting will be on October 25<sup>th</sup> at 7 p.m.

**COUNCILMEMBER VILANI:** thanked DDA Director McGuinness and the DDA for all of the skeletons and Halloween fun – neighbors are talking about it and think it has been a nice addition to the community. She said the Technology Advisory Committee will meet on October 19<sup>th</sup> at 6:30 p.m. She said she had no additional meetings to report on. She said the Berkley Area Chamber is selling Berk Perk Discount Cards that are available now for \$30 at Ullmans, Toadvine, Vitrine, and Berkley Medical Pharmacy. She said the purchase provides discounts to retail, shopping, and dining within the Berkley Area – a great way to save money and support local businesses.

Councilmember Vilani said the next Chamber Chat is 8:30-9:30 a.m. on October 21<sup>st</sup> at the Public Library and will include the unveiling of the community artwork by Daniel Cascardo from the Berkley Street Art Festival. She said on October 27<sup>th</sup> the State of the Cities will take place from 8-10 a.m. at Levels Events in Berkley. You can purchase tickets now with early bird pricing of \$25 until October 21<sup>st</sup> and after that for \$30.

**CITY MANAGER BAUMGARTEN:** said the City newsletter went out today so take a look at it. He said it goes department by department and is full of information about things happening over the month of October. He said the library continues to do its part during sniffle season with the weather changing and still has KN95 masks and COVID tests available. He encouraged everyone to please stay safe and know before you go and test. He said he attended the homecoming game and it was completely packed. He offered kudos to the community for coming out to the game and the Berkley Bears won.

**CITY CLERK MITCHELL:** said ballots for the November 8<sup>th</sup> General Election were available in the office late last week. She said the Clerk's Office mailed out a little over 3,200 absentee ballots to those who applied. She said anyone interested in tracking their ballot may visit [Michigan.gov/vote](https://michigan.gov/vote). She said there is still plenty of time to receive an absentee ballot and those interested may call the Clerk's office at 248-658-3310 or send a request to [clerk@berkleymich.net](mailto:clerk@berkleymich.net).

Clerk Mitchell reminded everyone of the additional 16 hours the Clerk's office provides to residents during the even-year general elections. She said all of the days and hours are available on the city website at [berkleymich.org/vote](https://berkleymich.org/vote). She said Thursday, October 13<sup>th</sup> from 5:30-7:30 p.m. will be the popular drive-thru ballot drop. Residents can drive up in their car and the staff will take their ballots from them.

**CITY ATTORNEY STARAN:** nothing this evening to report.

**MAYOR TERBRACK:** spoke to DDA Director Mike McGuinness specifically. He commended Mike and said it is rare, he has not heard a bad word about Mike, and the energy he has brought to the downtown, the energy, passion, tireless work, and sprucing up the city has made a significant positive impact not only on the business owners but everyone that comes through the community. He is appreciative of what Mike is accomplishing and has set a high standard for himself to continue to achieve and surpass but he has the utmost confidence he will do so.

#### **ADJOURNMENT:**

Mayor Pro-Tem Dean moved to adjourn the Regular Meeting at 8:07p.m.

Seconded by Councilmember Baker

Ayes: Hennen, Price, Vilani, Baker, Dean, Gavin, and Terbrack

Nays: None

Motion Approved.



**CITY OF BERKELEY**  
**CHECK WARRANT**  
**#1379**  
**SEPTEMBER 2022**

Check Date	Check	Vendor Name	Description	Amount	Voided?
09/01/2022	69899	AMERICAN STANDARD ROOFING LLC	1406 FRANKLIN RD.	100.00	
09/01/2022	69900	BERKLEY ATHLETIC BOOSTERS	DREAM CRUISE CONTRACTUAL	1,686.39	
09/01/2022	69901	BERKLEY DAYS ASSOCIATION INC	DREAM CRUISE CONTRACTUAL	1,686.39	
09/01/2022	69902	BERKLEY HOOPS	DREAM CRUISE CONTRACTUAL	2,560.82	
09/01/2022	69903	BERKLEY JR. WOMEN'S CLUB	DREAM CRUISE CONTRACTUAL	2,998.03	
09/01/2022	69904	BERKLEY/HUNT.WDS YOUTH ASSIST	DREAM CRUISE CONTRACTUAL	1,686.39	
09/01/2022	69905	BLOOMFIELD CONSTRUCTION	774 COLUMBIA RD.	75.00	
09/01/2022	69906	CHASE DRELICK	1186 HARVARD RD.	75.00	
09/01/2022	69907	CUSTOM DECK CREATIONS LLC	3550 GARDNER AVE.	100.00	
09/01/2022	69908	DETROIT BUILD, INC.	2380 FRANKLIN RD.	100.00	
09/01/2022	69909	EASY EXIT EGRESS WINDOWS LLC	2282 EDGEWOOD BLVD.	50.00	
09/01/2022	69910	EVERDRY WATERPROOFING	4033 ELLWOOD AVE.	100.00	
09/01/2022	69911	FRIENDS OF BERKLEY PARKS & REC.	DREAM CRUISE CONTRACTUAL	811.97	
09/01/2022	69912	G & M GUTTER COMPANY INC.	3755 ELLWOOD AVE.	75.00	
09/01/2022	69913	GDI SERVICES INC.	CUSTODIAL SERVICES	1,003.68	
09/01/2022	69914	GDI SERVICES INC.	CUSTODIAL SERVICES	249.12	
09/01/2022	69915	GREENLEAF HOME SERVICES, LLC.	2160 OAKSHIRE AVE.	100.00	
09/01/2022	69916	HOME PRO EXTERIORS LLC	1399 COLUMBIA RD.	75.00	
09/01/2022	69917	HUTT CONSTRUCTION	4120 BUCKINGHAM RD.	1,000.00	
09/01/2022	69918	JVK CONSTRUCTION	2828 BUCKINGHAM RD.	200.00	
09/01/2022	69919	MICHIGAN DOWNTOWN ASSOCIATION	MDA ANNUAL CONFERENCE REGISTRATION	223.00	
09/01/2022	69920	MISDU	CHILD SUPPORT CASE NO. 913340822 - PR #1	82.99	
09/01/2022	69921	MNC & ANC PROFESSIONAL SERVICES	EQUIPMENT MAINTENANCE	3,800.00	
09/01/2022	69922	NAT MERETSKY	2140 GARDNER AVE.	50.00	
09/01/2022	69923	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #18	5,711.32	
09/01/2022	69924	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (ROTH) - PR #18	1,646.51	
09/01/2022	69925	OAKES ROOFING SIDING & WINDOWS INC.	1979 CATALPA DR.	75.00	
09/01/2022	69926	OLIVIA FORTE	MURAL PROGRAM INSTALLATION	850.00	
09/01/2022	69927	PEA GROUP	BERKLEY CONCEPTUAL PLAN	5,197.50	
09/01/2022	69928	PITNEY BOWES INC.	WATER POSTAGE FEE / PSX JULY 2022 FEE	156.91	
09/01/2022	69929	ROSE PEST SOLUTIONS	BUILDING MAINTENANCE	190.00	
09/01/2022	69930	SAIF DEVELOPMENT LLC	2640 ELEVEN MILE RD.	500.00	
09/01/2022	69931	SAS SERVICES	1828 CUMMINGS AVE.	75.00	
09/01/2022	69932	SAS SERVICES	3270 COOLIDGE HWY.	50.00	
09/01/2022	69933	SAS SERVICES	3260 COOLIDGE HWY.	50.00	
09/01/2022	69934	STEWART & SONS CONCRETE	1935 EARLMONT RD.	100.00	
09/01/2022	69935	TEDESCO BASEMENT WATERPROOFING LLC	2279 ELLWOOD AVE.	50.00	
09/01/2022	69936	THE PRINT STOP, INC	DREAM CRUISE CONTRACTUAL	150.00	
09/01/2022	69937	THOMAS JOSEPH BERTA	1060 HARVARD RD.	75.00	
09/01/2022	69938	TRESNAK CONSTRUCTION	971 COLUMBIA RD.	75.00	
09/01/2022	69939	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #18	662.31	
09/01/2022	69940	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #18	3,494.29	
09/01/2022	69941	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. - LOAN - PR #18	104.70	
09/01/2022	69942	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #18	205.00	
09/01/2022	69943	VERIZON WIRELESS	FOR SERVICE 07/21/22 - 08/20/22	1,761.95	
09/01/2022	69944	WEATHERGARD WINDOW	3912 CUMMINGS AVE.	75.00	
09/12/2022	69945				V
09/12/2022	69946	UNITED FACILITY SUPPLIES	CLEANING CO. PAPER PRODUCTS	1,217.08	
09/15/2022	69947	ADORAMA	OFFICE LAPTOP	1,249.99	
09/15/2022	69948	AIELLI CONSTRUCTION COMPANY, INC.	KENMORE/CORNWALL WM PROJECT	148,883.50	
09/15/2022	69949	AMAZON CAPITAL SERVICES	CORK BOARD	69.09	
			FILE ORGANIZERS / CORKBOARDS	368.15	
			2 FIRE EXTING & SEALS/TIES	343.96	
			GUN KIT & CABLE TIES	176.35	
				957.55	
09/15/2022	69950	APPLIED INNOVATION	FINANCE COPIER	0.95	
			DPW COPIER	0.10	
				1.05	
09/15/2022	69951	ARBOR LIFTS LLC	EQUIPMENT MAINTENANCE	1,300.00	
09/15/2022	69952	AT&T	ACCT. NO. 24854624000218 - 08/25 - 09/24	801.71	
09/15/2022	69953	AT&T	FIBER INTERNET	149.00	
09/15/2022	69954	ATOMNATION, INC.	LP RECORD CABINET	429.98	
09/15/2022	69955	AVANTE ENTERPRISES, LLC	BLANKETS AND SPIT HOODS	169.00	
09/15/2022	69956	BIG D LOCK CITY	EQUIPMENT SUPPLIES	28.95	

			DPW - KEYS	20.00
				<b>48.95</b>
09/15/2022	69957	BILLINGS LAWN EQUIPMENT	DPW LAWN EQUIPMENT	16.52
			VEHICLE MAINTENANCE	43.98
			DPW LAWN TOOLS / PARTS	205.23
				<b>265.73</b>
09/15/2022	69958	CAMELOT CLEANERS	PRIS BLANKETS - AUGUST	108.05
09/15/2022	69959	CARDCONNECT	CONTRACTUAL SERVICES	25.00
09/15/2022	69960	CHET'S RENT-ALL	RENTAL AUGER	167.17
09/15/2022	69961	CINTAS	DPW FIRST AID SUPPLIES	125.07
			CONTRACTUAL SERVICES	142.99
				<b>268.06</b>
09/15/2022	69962	CITY OF OAK PARK	CAMP CONTRACTUAL	4,446.00
09/15/2022	69963	CMNTV	CABLE PRODUCTION AUGUST 2022	1,265.00
			CABLE PRODUCTION JULY 2022	1,265.00
				<b>2,530.00</b>
09/15/2022	69964	CMV LANDSCAPE & EQUIPMENT COMPANY	4144 ELEVEN MILE WATER REPAIR - CONCRETE	19,749.00
			2260 OAKSHIRE LEAD SERVICE - CONCRETE RP	1,420.00
			3919 ROYAL LEAD SERVICE - CONCRETE RPR.	1,290.00
			4120 BUCKINGHAM ROAD REPAIR	1,895.00
			3238 BACON ROAD REPAIR	9,349.00
			2798 BUCKINGHAM CONCRETE RPR.	1,876.00
			3018 CATALPA ROAD REPAIR	4,750.00
			2087 DOROTHEA CONCRETE RPR.	3,204.00
			1979 CASS CONCRETE RPR.	7,585.00
			1273 PRINCETON LEAD SERVICE - CONCRETE R	5,500.00
			3175 ELLWOOD CONCRETE RPR.	2,080.00
				<b>58,698.00</b>
09/15/2022	69965	CONTRACTORS CLOTHING CO.	UNIFORMS	71.99
09/15/2022	69966	DEALER AUTO PARTS SALES	DPW/PS/P&R WIPERS	126.60
09/15/2022	69967	DEMCO	STICKERS	82.90
09/15/2022	69968	DEMCO SOFTWARE	ONLINE CALENDAR SUBSCRIPTION	366.35
09/15/2022	69969	ELECTIONSOURCE	TRANSPORT CARTS	883.14
09/15/2022	69970	ELISABETH CONGER	AUTHORS MINGLE PROGRAM	75.00
09/15/2022	69971	ERIC OSTROWSKI	CONTRACTUAL SERVICES	578.20
09/15/2022	69972	EVA MITCHELL	PRECINCT WORKER	60.00
09/15/2022	69973	FERGUSON WATERWORKS #3386	METERS - APPLY CM 013105	45,199.60
			WATER PARTS	167.26
			H/HEAD CAP SCRW	1,381.00
			WALL MIU / MTG ADPT KIT	1,056.54
			GATEWAY R900 CELLULAR / OUTDR UPS SYSTEM	24,542.88
				<b>72,347.28</b>
09/15/2022	69974	GORDON FOOD SERVICE INC.	SENIOR CONTRACTUAL	76.74
09/15/2022	69975	GUNNERS METERS & PARTS INC.	CORP STOP	1,375.00
09/15/2022	69976	HAFELI, STARAN, & CHRIST, P.C.	CITY ATTORNEY AUGUST 2022	9,319.13
09/15/2022	69977	HENRY FORD @ WORK	JULY SERVICES	3,455.00
09/15/2022	69978	HOME DEPOT CREDIT SERVICES	BLDG. RENO	262.39
			BLDG. RENO MECHANIC'S ROOM & ANIMAL CONT	125.34
				<b>387.73</b>
09/15/2022	69979	HYDROCORP	AUGUST 2022 CROSS CONNECTION SERVICES	1,658.00
09/15/2022	69980	INTERSTATE BILLING SERVICE	BROOM / SIDEWALK 60" ROTARY BROOM	3,510.00
			#18 DPW	49.60
				<b>3,559.60</b>
09/15/2022	69981	J.H. HART URBAN FORESTRY	TREE TRIM, REMOVAL, STUMP & LOGGING 8/22	9,745.91
09/15/2022	69982	JACK DOHENY COMPANIES, INC.	#53 STOP SWITCH	170.62

09/15/2022	69983	KANOPY, INC.	DIGITAL CONTENT	201.45
09/15/2022	69984	KEHL CONSTRUCTION	2879 PHILLIPS AVE.	800.00
09/15/2022	69985	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	108.90
			OFFICE EQUIPMENT RENTAL	100.35
			COPIER CHARGES	10.22
			PDF OPTION	9.10
				<hr/>
				228.57
09/15/2022	69986	LARRY'S WELDING SUPPLY	AUGUST 2022 CYLINDER RENTAL	62.65
09/15/2022	69987	LORI GRAIN	CAMP REFUND	310.00
09/15/2022	69988	MAD SCIENCE OF DETROIT	CONTRACTUAL SERVICES	3,781.00
09/15/2022	69989	MICHIGAN GRAPHICS & AWARDS	NAME PLATES	20.00
09/15/2022	69990	MICHIGAN MUNICIPAL LEAGUE	JOB ADVERTISEMENT - LICENSING CLERK	48.84
09/15/2022	69991	MIDWEST TAPE	DIGITAL CONTENT	1,382.96
09/15/2022	69992	MISDU	CHILD SUPPORT CASE NO. 913340822 - PR #1	82.99
09/15/2022	69993	MOTOR CITY FENCE CO.	FENCING AT COMMUNITY 2 & 3	30,673.00
09/15/2022	69994	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #19	5,236.53
			EMPL. DEDUCT. (ROTH) - PR #19	1,590.69
				<hr/>
				6,827.22
09/15/2022	69995	NORFIELD DEVELOPMENT PARTNERS, LLC	DPW OCTOBER 2022 MISS DIG SOFTWARE	199.00
09/15/2022	69996	NYE UNIFORM	1 CAP - ANDERSON	36.50
			2 SHIRTS - SARRIS	51.00
			2 PANTS - B. SMITH	209.00
			3 SHIRTS / 1 PANTS - SCHEWE	289.45
				<hr/>
				585.95
09/15/2022	69997	O'REILLY AUTOMOTIVE, INC.	PARTS - DPW/PS/P&R/CH	257.33
09/15/2022	69998	PLANTE & MORAN, PLLC	JUNE 30, 2021 SINGLE AUDIT	1,700.00
09/15/2022	69999	POWERDMS, INC.	POWERTIME SET UP	2,100.00
09/15/2022	70000	PRESIDIO NETWORKED SOLUTIONS GROUP	SECURITY CAMERA SERVER MAINTENANCE	935.00
09/15/2022	70001	PRINTING SYSTEMS	#10 WINDOW ENVELOPES	1,047.23
09/15/2022	70002	RAL LAWN & SHRUB CARE	DPW WEED CONTROL 9/6/22	68.00
			WEED CONTROL 9/6/22 COOLIDGE MEDIAN	235.00
				<hr/>
				303.00
09/15/2022	70003	ROCHESTER MIDLAND	SANOR SERVICE FOR CITY HALL	80.01
09/15/2022	70004	S & B LANDSCAPING	LEAD LINE 2022 - YARD RESTORATION	1,875.00
09/15/2022	70005	S/E OAK. CTY WATER AUTHORITY	AUGUST 2022 BULK WATER	82,128.16
09/15/2022	70006	S/E OAK.CTY RESOURCE REC. AUTH	TRASH, RECYCLE, PICK UPS - AUGUST 2022 M	53,058.00
09/15/2022	70007	SHIFMAN FOURNIER	LEGAL SERVICES AUGUST 2022	2,015.50
09/15/2022	70008	SKYHAWKS SPORTS ACADEMY, INC.	CONTRACTUAL SERVICES	441.00
			CONTRACTUAL SERVICES	637.00
			CONTRACTUAL SERVICES	3,654.00
				<hr/>
				4,732.00
09/15/2022	70009	SPROUT SOCIAL, INC.	ADVANCED LISTENING - BRAND KEYWORDS	806.46
09/15/2022	70010	STAPLES	OFFICE SUPPLIES	331.73
			CALENDARS, RUBBERBANDS, BOOK TAPE, MONTH	79.70
			OFFICE SUPPLIES - AUGUST	418.71
				<hr/>
				830.14
09/15/2022	70011	STATE OF MICHIGAN	PLATE FOR #423	13.00
09/15/2022	70012	STATE OF MICHIGAN	SOR - DEMBS	30.00
09/15/2022	70013	SWEETWATER SPRINKLERS	3308 GARDNER SPRINKLER REPAIR - DAMAGED	93.25
			CH SPRINKLERS	2,350.00
				<hr/>
				2,443.25
09/15/2022	70014	SYSTEMP CORPORATION	DPW BLDG. MAINTENANCE HVAC OPERATIONS IN	350.00
			QUARTERLY HVAC MAINTENANCE	350.00
			EQUIPMENT MAINTENANCE	450.00
				<hr/>
				1,150.00

09/15/2022	70015	T-MOBILE	WIFI ACCESS POINTS-ACCT. NO. 971364489	238.88
09/15/2022	70016	THE LUNCH CAFE	DREAM CRUISE CONTRACTUAL	661.50
09/15/2022	70017	TIM PARE	AUTHORS MINGLE PROGRAM	75.00
09/15/2022	70018	TIRE WHOLESALERS COMPANY INC	#8 PARTS COOPER DISC	715.24
09/15/2022	70019	TRANSUNION RISK AND ALTERNATIVE	TLOXP INVEST SERVICES - AUGUST	114.00
09/15/2022	70020	TREDROC TIRE SERVICES LLC	#18 DPW TIRES	1,215.00
09/15/2022	70021	UNIQUE MANAGEMENT SERVICES, INC.	UNIQUE COLLECTION AGENCY	11.65
09/15/2022	70022	UNITED FACILITY SUPPLIES	DPW - HAND SOAP	71.98
			MAINTENANCE SUPPLIES	101.50
			DPW BAGS	203.00
				<hr/>
				376.48
09/15/2022	70023	UNITED RENTALS	2 CONTAINERS - BLDG. CONTRUCTION 8/30/22	250.00
09/15/2022	70024	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #19	662.31
09/15/2022	70025	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #19	3,603.79
			EMPLOYEE DEDUCT. - LOAN - PR #19	104.70
				<hr/>
				3,708.49
09/15/2022	70026	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #19	205.00
09/15/2022	70027	VERIZON WIRELESS	FOR SERVICE 08/02/22 - 09/01/22	266.11
09/15/2022	70028	VIVID MILLWORK & CARPENTRY INC.	FINAL PAYMENT - NEW COUNTERS/CABINETS	11,075.00
09/15/2022	70029	WINDSTREAM	PHONE SERVICE	607.97
09/15/2022	70030	YVONNE MILLER	SENIOR BINGO REFUND	30.00
09/15/2022	70031	BLUE CROSS BLUE SHIELD OF MICH	AUGUST 2022 CLAIMS	140,893.40
09/15/2022	70032	STATE OF MICH-DEPT OF TREASURY	AUGUST 2022 MI TAX WITHHOLDING FOR ACTIV	20,588.51
09/15/2022	70033	STATE OF MICH-DEPT OF TREASURY	AUGUST 2022 MI TAX WITHHOLDING FOR RETIR	5,684.53
09/22/2022	70034	OAKLAND COUNTY	INTEREST FOR GEORGE W KUHN DRAIN	11,201.59
			INTEREST FOR GEORGE W KUHN DRAIN	714.80
				<hr/>
				11,916.39
09/22/2022	70035	OAKLAND COUNTY TREASURER	CVT - ACCOUNT #10230	196.63
09/29/2022	70036	27723 WOODWARD LLC	27723 WOODWARD AVE.	100.00
09/29/2022	70037	ADAM WOZNAK	REIMBURSEMENT FOR HOTEL FOR MPSI CLASSES	504.00
09/29/2022	70038	ADN ADMINISTRATORS, INC.	ADMINISTRATIVE FEE FOR OCTOBER 2022	983.25
09/29/2022	70039	ADVANCED PHYSICAL THERAPY	28933 WOODWARD AVE.	100.00
09/29/2022	70040	AIELLI CONSTRUCTION COMPANY, INC.	KENMORE/CORNWALL WM PROJECT	245,164.79
09/29/2022	70041	AIRGAS USA, LLC	CYLINDER RENTAL AUGUST 2022	32.81
09/29/2022	70042	ALLIANCE MOBILE HEALTH	BLOOD DRAWS 22-7945, 8030 & 8150	444.00
			BLOOD DRAWS FOR 22-7500, 7740, 7160 & 78	592.00
				<hr/>
				1,036.00
09/29/2022	70043	ALPHA PSYCHOLOGICAL SERVICES	NEW PSO DALLAS LEAL PSYC.	750.00
			NEW DISP. PARIS LINNING PSYC.	750.00
				<hr/>
				1,500.00
09/29/2022	70044	AMAZON CAPITAL SERVICES	CARD HOLDERS	25.47
			IT WIRING SUPPLIES CITY HALL RENOVATION	38.90
			SHOP VAC REPLACEMENT HOSE	42.99
			IT WIRING SUPPLIES CITY HALL RENOVATION	103.81
			IT WIRING SUPPLIES CITY HALL RENOVATION	98.74
			IT WIRING SUPPLIES CITY HALL RENOVATION	43.32
			IT WIRING SUPPLIES CITY HALL RENOVATION	57.75
			IT WIRING SUPPLIES CITY HALL RENOVATION	192.32
			FACEPLATE - IT WIRING CITY HALL RENOVATI	1.27
			BOOT SCRAPER FOR CITY HALL ENTRANCE	40.00
			GUNSMITH TOOL KIT & BORE SIGHTER	109.74
			CONF. ROOM SUPPLIES	247.42
				<hr/>
				1,001.73
09/29/2022	70045	AMERITAX PLUS	3336 TWELVE MILE RD. 3342	100.00
09/29/2022	70046	ARMADILLO	T-SHIRTS FOR FIRE OPEN HOUSE	2,250.00
09/29/2022	70047	BASIC	ADMINISTRATION FEE FOR SEPTEMBER 2022	50.00
09/29/2022	70048	BELL EQUIPMENT COMPANY	#22 SWEEPER BROOM / SHOES	1,669.84
09/29/2022	70049	BIG D LOCK CITY	REPAIR OF BACK DOOR	85.00
09/29/2022	70050	BILLINGS LAWN EQUIPMENT	DPW GARAGE LAWN EQUIPMENT	8.76

			P & R HEADS FOR WEEK WACKERS	111.96
				<b>120.72</b>
09/29/2022	70051	BLUE CROSS BLUE SHIELD OF MICHIGAN	OCTOBER 2022 PREMIUM FOR SUFFIX 600	4,250.84
			OCTOBER 2022 PREMIUM FOR SUFFIX 601	22,338.00
				<b>26,588.84</b>
09/29/2022	70052	BRENDEL'S SEPTIC TANK SERVICE, LLC	CONTRACTUAL SERVICES (2400 ROBINA)	495.00
			CONTRACTUAL SERVICES (JAYCEE)	245.00
			CONTRACTUAL SERVICES (TOT LOT)	165.00
				<b>905.00</b>
09/29/2022	70053	CARLISLE / WORTMAN	ESCROW SITE PLAN REVIEW CWA - PSP-10-22	792.50
			CWA REVIEW PSP-15-22	625.00
			MONTHLY CONSULTING	1,050.00
			CWA PSP-16-22 REVIEW	1,037.50
				<b>3,505.00</b>
09/29/2022	70054	CARNIVAL BOUNCE RENTALS	COTTON CANDY MACHINE - FIRE OPEN HOUSE	150.00
09/29/2022	70055	CBTS	PHONE RELOCATION SERVICES - CITY HALL RE	1,170.13
			DPW OFFICE MOVE PHONE RELOCATION	911.25
			CEILING SPEAKER FOR DPW BREAK ROOM	189.15
				<b>2,270.53</b>
09/29/2022	70056	CDW GOVERNMENT, INC.	IT WIRING SUPPLIES CITY HALL RENOVATION	186.52
			PATCH PANEL FOR NEW IT CABINET CITY HALL	101.72
			PATCH PANEL FOR NEW CABINET CITY HALL RE	50.86
			IT WIRING SUPPLIES CITY HALL RECONFIG.	152.58
			IT WIRING SUPPLIES CITY HALL RECONFIG.	186.52
				<b>678.20</b>
09/29/2022	70057	CHRIS SPILKER	LADIES NIGHT OUT PERFORMANCE	150.00
09/29/2022	70058	CHURCH OF THE KING	3688 TWELVE MILE RD.	100.00
09/29/2022	70059	CINTAS	MED BOX REFILL	92.94
09/29/2022	70060	CMV LANDSCAPE & EQUIPMENT COMPANY	2985 12 MILE WATER SERV. REPAIR / CONCRE	192.00
			3406 12 MILE WATER SERV. REPLC. / CONCRE	280.00
			3238 BACON - WATER & DRIVE / CONCRETE R	31,314.00
			866 PRINCETON WATER/LEAD SERVICE / CONCR	3,208.00
			1963 WILTSHIRE WATER/CATCH BASIN / CONCR	3,570.00
			1991 WILTSHIRE CATCH BASIN / CONCRETE RE	5,616.00
			2426 WILTSHIRE CATCH BASIN / CONCRETE RE	3,477.00
			2660 THOMAS LEAD SERVICE / CONCRETE REPA	1,960.00
			3894 CATALPA CATCH BASIN / CONCRETE RPR	3,094.00
				<b>52,711.00</b>
09/29/2022	70061	CONTRACTORS CLOTHING CO.	UNIFORMS - M. MAGNES	43.18
			UNIFORMS R. CHALMERS	17.38
			BULK UNIFORM 2021-2022 - APPLY CM 7-5936	32.94
			BULK UNIFORM ORDERS 2021-2022 - APPLY CM	72.94
			BULK UNIFORM ORDERS 2021-22	1,036.66
				<b>1,203.10</b>
09/29/2022	70062	CORELOGIC	MULTIPLE SIDWELLS	70,094.62
09/29/2022	70063	CRAIG MARTIN SPORTS AND EVENT	27659 WOODWARD AVE.	100.00
09/29/2022	70064	DEALER AUTO PARTS SALES	DPW/PS/P&R OIL FILTERS FOR ALL	169.20
			PS BATTERY - APPLY CM 807585	119.96
			GARAGE GLOVES - PS BRAKES	242.93
			PS BATTERY	135.96
				<b>668.05</b>
09/29/2022	70065	DELANG FLUID POWER, INC.	DPW #17 ADAPTER	10.00
09/29/2022	70066	DISCOUNT OFFICE EQUIPMENT	FURNITURE COMMUNITY DEVELOPMENT DIRECTOR	3,280.00
09/29/2022	70067	DORIS SHEIKH	CONTRACTUAL SERVICES	93.10
09/29/2022	70068	DTE ENERGY	CIAC MUNICIPAL STREET LIGHT ON COOLIDGE,	600.00
09/29/2022	70069	EQUATURE	911 RECORDER	5,357.00



09/29/2022	70070	FEDEX OFFICE	FOIA	27.93
09/29/2022	70071	FERGUSON WATERWORKS #3386	COUPS COUP	903.42 1,159.88
				<b>2,063.30</b>
09/29/2022	70072	FIRE DEFENSE EQUIPMENT COMPANY	DPW CO2 RECHARGE	46.80
09/29/2022	70073	FIRST SERVE	TENNIS CONTRACTUAL SERVICES	970.55
09/29/2022	70074	FLIPSIDE RECORDS	VINYL COLLECTION	826.82
09/29/2022	70075	FOREMOST PROMOTIONS	500 FIRE HATS	498.09
09/29/2022	70076	FRANKS LANDSCAPING & SUPPLIES LLC.	FLOWER BASKETS AND LANDSCAPING	5,168.34
09/29/2022	70077	GDI SERVICES INC.	MONTHLY JANITORIAL AT CITY HALL CUSTODIAL - SEPTEMBER DPW CUSTODIAL SERVICES SEPTEMBER 2022	1,666.45 1,703.19 522.70
				<b>3,892.34</b>
09/29/2022	70078	GREAT LAKES PEST CONTROL CO	MONTHLY PEST CONTROL MONTHLY PEST CONTROL PEST CONTROL - RATS	60.00 40.00 75.00
				<b>175.00</b>
09/29/2022	70079	GREAT LAKES WATER AUTHORITY	IWC AUGUST 2022	3,182.62
09/29/2022	70080	GUNNERS METERS & PARTS INC.	FLARE ADAPTERS 1" UNION	650.00 418.00
				<b>1,068.00</b>
09/29/2022	70081	HOME DEPOT CREDIT SERVICES	BLDG. RENO BLDG. RENO JIM'S OFFICE BLDG. RENO	331.80 196.40 105.25
				<b>633.45</b>
09/29/2022	70082	HUBBELL, ROTH & CLARK	DPW HRC SITE OBSERVATION DPW HRC SITE OBSERVATION ENGINEERING CONSULTING ENGINEERING REVIEW PSP-16-22 ENGINEERING REVIEW PSP-15-22 ENGINEERING REVIEW PSP-10-22 ENGINEERING REVIEW ESCROW PSP-09-22 ENGINEERING REVIEW ESCROW PSP-03-22 STANFORD WM ESCROW SEWER LINING PROGRAM PE SERVICES PAVEMENT MT PROGRM PE SERVICES KENMORE/CORNWALL CE SERVICES HRC PASER RATING 2022 2020-21 ROAD IMP CE SERVICES GIS SUPPORT CREW DAYS CONCRETE PATCHING PROGRAM KENMORE/CORNWALL CE SERVICES PROF SERV ENDING 8/20/22 - SIGN INVENT. CONTRACT ADMIN.	1,903.00 3,076.98 148.36 296.72 863.23 882.44 1,975.88 95.70 136.39 417.03 1,342.59 32,934.00 4,942.58 23,799.40 2,956.14 17,906.25 27,843.75 560.94 2,509.95
				<b>124,591.33</b>
09/29/2022	70083	VOID		
09/29/2022	70084	HUNT SIGN CO LTD	SIGNS	6,300.00
09/29/2022	70085	IAN KINDER LLC	CONTRACTUAL SERVICES	630.00
09/29/2022	70086	INTERSTATE BILLING SERVICE	DPW / GATOR TIRES	527.18
09/29/2022	70087	J.B. DLCO & MULTISTATE	FILTERS FOR GARBAGE TRUCK - DPW	92.62
09/29/2022	70088	J.H. HART URBAN FORESTRY	TREE TRIM, REMOVAL & REMOVAL CREW 9/5/22 TREE REMOVAL, TRIM, LOGGING WITH DUMP TR TREE TRIM, LOGGING, STUMP REMOVAL 9/19/2 TREE TRIM, STUMP REMOVAL, LOGGING 7/11/2	5,551.40 8,274.68 8,373.82 11,507.72
				<b>33,707.62</b>
09/29/2022	70089	JACK DEMMER FORD, INC.	PS LGA97510 CH CAR HGA04383 PS PARTS LGA97510	438.86 176.84 574.18

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				1,189.88
09/29/2022	70090	JADE STRATEGIES, INC.	MANAGEMENT TRAINING	3,200.00
09/29/2022	70091	JAY'S SEPTIC TANK SERVICE	DREAM CRUISE CONTRACTUAL	541.00
09/29/2022	70092	JBA GENERAL CONSTRUCTION	DEMO OF OLD COUNTERS AND CABINETS AT CIT	2,400.00
09/29/2022	70093	JEFFREY N. TELLO	27827 WOODWARD AVE.	100.00
09/29/2022	70094	JUMAA CONSTRUCTION	BUILDING OF NEW WALL AT NEW COUNTER AREA	2,200.00
09/29/2022	70095	KARYN CARRICO	4 DAY DELIVERY NEWS & FREE PRESS - 13 WE	338.00
09/29/2022	70096	KATELYN MATYCH	SIDWELL # 04-25-07-429-022	374.51
09/29/2022	70097	KIMBERLY FENCE CO.	TEMPORARY FENCE AT 3339 CUMMINGS	1,759.90
09/29/2022	70098	KONICA MINOLTA BUSINESS SOLUTIONS	CITY HALL COPIER	434.02
			DPW COPIER AUGUST 2022	97.21
				531.23
09/29/2022	70099	LERATA LLC	VARIOUS SIDWELL NUMBERS	12,439.03
09/29/2022	70100	MAIN'S LANDSCAPE SUPPLY	BLDG. RENO	543.80
09/29/2022	70101	MATZKA INCORPORATED	DPW GARAGE POWER WASHER	137.84
09/29/2022	70102	METRO PUMP SERVICE	SEPTEMBER 2022 FUEL ISLAND MAINTENANCE	428.00
09/29/2022	70103	MICHAEL MCGUINNESS	GIANT SKELETONS REIMBURSEMENT	950.82
09/29/2022	70104	MICHAEL O'BRIEN	LADIES NIGHT OUT PERFORMANCE	150.00
09/29/2022	70105	MICHIGAN PETROLEUM	DEGREASER & OIL (MECHANICS)	1,456.60
09/29/2022	70106	MISDU	CHILD SUPPORT CASE NO. 913340822 - PR #2	82.99
09/29/2022	70107	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #20	5,964.99
			EMPL. DEDUCT. (ROTH) - PR #20	1,575.59
				7,540.58
09/29/2022	70108	NYE UNIFORM	CORMIER - HOLSTER	124.50
			B. SMITH BOOTS	390.00
			300 EMBLEMS	900.00
			KOEHN - EMBROIDER HOODIE	22.00
			BEAUCHAMP SHORTS	61.50
				1,498.00
09/29/2022	70109	O'REILLY AUTOMOTIVE, INC.	FOR PATROL / SPEED SIGN	38.99
09/29/2022	70110	OAKLAND COMMUNITY COLLEGE/CREST	COURSE RELATED UNIFORM - ROSS	67.85
09/29/2022	70111	OAKLAND COUNTY	AUGUST 2022 SEWAGE TREATMENT	248,648.50
09/29/2022	70112	OAKLAND COUNTY	TAX COLLECTION FOR TAX YEAR 2021	43,724.78
09/29/2022	70113	P. A. MORRIS COMPANY	MEETING ATTENDANCE/MINUTES FOR 9/14/22	150.00
09/29/2022	70114	PITNEY BOWES INC.	AUGUST 2022 PSX PROGRAM FEE	5.00
09/29/2022	70115	POMP'S TIRE SERVICE, INC.	PS TIRES	631.65
09/29/2022	70116	POSTMASTER	BULK MAILING FOR ABSENTEE BALLOTS	1,500.00
09/29/2022	70117	QMI GROUP, INC.	KNOX BOX KEY TAGS	180.00
09/29/2022	70118	QUADRATE CONSTRUCTION, LLC	PAY APP #5 DPW RENOVATION	127,320.00
09/29/2022	70119	QUANTUM SERVICES GROUP, LLC	SERVER BACKUP SYSTEM	400.00
			FIREWALL & SERVER MONITORING	539.00
			FIREWALL BACKUP & SERVER MONITORING	936.00
			FIREWALL, BACKUP & SERVER MONITORING	936.00
				2,811.00
09/29/2022	70120	RAL LAWN & SHRUB CARE	LAWN FERTILIZER	65.00
09/29/2022	70121	RKA PETROLEUM COS, INC	#2 ULTRA LOW SULFUR DIESEL	1,412.30
09/29/2022	70122	ROAD COMMISSION OF OAKLAND CO	SIGNAL MAINTENANCE / AUGUST 2022	812.67
09/29/2022	70123	S/E OAK.CTY RESOURCE REC. AUTH	TRASH, RECYCLE, PICKUPS / SEPT. 2022 MID	46,754.00
			AUGUST 2022 CITY PICKUPS & SPECIALS	947.14
				47,701.14
09/29/2022	70124	SANCHIN SYSTEMS INC. & THE O.S.K.A.	CONTRACTUAL SERVICES	399.00
			CONTRACTUAL SERVICES	574.00
			CONTRACTUAL SERVICES	511.00
				1,484.00
09/29/2022	70125	SCS	INTRO TO MEDITATION SESSION	50.00
09/29/2022	70126	SEILER INSTRUMENT & MFG. CO. INC.	GPS LOCATOR UNIT & SOFTWARE	4,061.69
09/29/2022	70127	STAPLES	OFFICE SUPPLIES	160.88
09/29/2022	70128	STATE OF MICHIGAN	HISTORICAL MARKER FOR BERKLEY VILLAGE HA	2,900.00
09/29/2022	70129	STILLWATER COMMUNICATIONS LLC	MARKETING DESIGN	350.00
09/29/2022	70130	SUPERIOR GROUNDCOVER INC.	PLAYGROUND SUPPLY	2,550.00

09/29/2022	70131	T-MOBILE D388	27861 WOODWARD AVE,	100.00
09/29/2022	70132	THE LIBRARY NETWORK	BOOKS & AV MATERIALS	2,709.76
09/29/2022	70133	TRINITY TRANSPORTATION	CAMP CONTRACTUAL	637.50
09/29/2022	70134	UNITED FACILITY SUPPLIES	SOAP	155.46
			HAND TOWELS	235.20
			PAPER TOWEL DISPENSER	88.86
				479.52
09/29/2022	70135	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #20	662.31
09/29/2022	70136	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #20	3,383.46
			EMPLOYEE DEDUCT. - LOAN - PR #20	104.70
				3,488.16
09/29/2022	70137	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #20	205.00
09/29/2022	70138	VERIZON WIRELESS	FOR SERVICE 08/21/22 - 09/20/22	2,198.82
09/29/2022	70139	VIGILANTE SECURITY, INC.	ALARM SYSTEM MONITORING	312.00
09/29/2022	70140	WILLIAM D. ISENHOUR	2079 TWELVE MILE RD.	100.00
09/29/2022	70141	WINDER POLICE EQUIPMENT	49 - PUSH BUMPER	296.00
09/29/2022	70142	WOLVERINE FREIGHTLINER EASTSIDE	#70 OUTSIDE REPAIR	181.50
09/29/2022	70143	WOLVERINE TRUCK SALES	#7 DPW JCV KIT	370.50
09/29/2022	70144	WOW! BUSINESS	OXFORD PARK INTERNET - ACCT. # 019716675	382.99
			CITY FIBER INTERNET - ACCT. # 012057808	382.99
				765.98
09/29/2022	70145	XEROX CORPORATION	XEROX USER FEES 7/21 - 8/21/22	170.80
09/30/2022	70146			
09/30/2022	70147	814 BERKLEY LLC	1695 TWELVE MILE	640.00
09/30/2022	70148	ADORAMA	OFFICE MONITORS	999.95
09/30/2022	70149	ADVANCED MARKETING PARTNERS, INC.	SUMMER TAX BILLS	316.00
09/30/2022	70150	AMAZON CAPITAL SERVICES	IPHONE CASE	25.50
			IPHONE ACCESSORIES	45.96
			IPHONE LENS PROTECTOR	10.99
			POE INJECTOR	17.01
			IPHONE CASE	21.11
			SOUNDBAR	59.98
			SOUNDBAR	30.34
			CABLES	13.98
			CABLES	15.98
			SCREWS	7.99
			SERVER HARD DRIVES	1,551.04
			IPHONE SCREEN PROTECTOR	13.99
			IPHONE CASE	14.99
			IPHONE ADAPTER	23.97
			DECORATIONS & DISPLAY	252.57
			TABLET DOCKING STATION	269.99
			PHONE POWER SUPPLY	39.95
			TOOLKIT	29.99
			PHONE EXPANSION MODULE	39.99
				2,485.32
09/30/2022	70151	AMERICAN STANDARD ROOFING LLC	2847 SUNNYKNOLL AVE.	75.00
09/30/2022	70152	ASPA	MEMBERSHIP RENEWAL	130.00
09/30/2022	70153	ATEX BUILDERS LLC	3083 GRIFFITH	860.00
09/30/2022	70154	AUDRIK, INC. DBA ROTO ROOTER	2979 OAKSHIRE AVE.	500.00
09/30/2022	70155	B-DRY SYSTEM OF SOUTHEASTERN MI	4250 CORNWALL DR.	100.00
09/30/2022	70156	BCM HOME IMPROVEMENT	3835 CUMBERLAND RD.	100.00
09/30/2022	70157	BERKLEY AREA CHAMBER OF COMMERCE	3338 COOLIDGE HWY.	100.00
09/30/2022	70158	BEST ASPHALT INC.	28939 WOODWARD	465.00
09/30/2022	70159	BRENDEL'S SEPTIC TANK SERVICE, LLC	CONTRACTUAL SERVICES	165.00
09/30/2022	70160	BRIAN ALIMOV	3477 PRAIRIE AVE.	5,000.00
09/30/2022	70161	CBTS	VOICEMAIL MAINTENANCE	1,200.00
09/30/2022	70162	CHRISTOPHER TEMPLE	2061 ROBINA AVE.	100.00
09/30/2022	70163	CLEAR CHOICE CONTRACTORS LLC	3059 ROBINA	55.00
09/30/2022	70164	COUNTY OAKLAND IRISH FEST	3338 COOLIDGE HIGHWAY	100.00
09/30/2022	70165	CREGGER PLUMBING	1899 KIPLING AVE.	500.00
09/30/2022	70166	CVS GLASS & MIRROR, INC.	50% PAYMENT FOR DOORS	1,587.49
09/30/2022	70167	DRAIN DETECTIVES LLC	2085 MORTENSON BLVD.	500.00
09/30/2022	70168	DURST LUMBER CO	MISC. ITEMS	1,226.37
09/30/2022	70169	EARLE CONSTRUCTION LLC	2151 SUNNYKNOLL AVE.	800.00

09/30/2022	70170	EVA MITCHELL	PRECINCT WORKER	270.00
09/30/2022	70171	FATHER & SON CONSTRUCTION	3258 TYLER AVE.	50.00
09/30/2022	70172	FIRST ADVANTAGE OCCUPATIONAL HEALTH	RANDOM TESTING FOR JOHN BEACH	216.42
09/30/2022	70173	FOLEY HOMES, LLC	1161 OXFORD RD.	75.00
			4138 CATALPA DR.	75.00
				150.00
09/30/2022	70174	FOUNDATION SYSTEMS OF MICHIGAN	3643 CUMMINGS AVE.	100.00
09/30/2022	70175	GARY W. FOSTER	3376 TWELVE MILE RD.	50.00
09/30/2022	70176	GDI SERVICES INC.	CUSTODIAL SERVICES	1,003.68
			CUSTODIAL SERVICES	249.12
			MONTHLY JANITORIAL	1,957.17
				3,209.97
09/30/2022	70177	GEORGE PETRENTZEV	2558 CUMMINGS AVE.	50.00
09/30/2022	70178	GRACEFUL FARMS GENERAL CONTRACTING	2657 BUCKINGHAM RD.	75.00
09/30/2022	70179	GRANITE INLINER, LLC	2021/2022 SEWER LINING PROGRAM	209,379.00
			2021/22 SEWER LINING PROGRAM	54,022.00
				263,401.00
09/30/2022	70180	GREAT LAKES CONTRACTING SERVICES	2655 THOMAS AVE.	200.00
09/30/2022	70181	HOME DEPOT CREDIT SERVICES	SHELVES - GARAGE	1,054.46
09/30/2022	70182	HUBBELL, ROTH & CLARK	ENGINEERING	3,633.39
			ENGINEERING	1,326.32
			2022 SIDEWALK PROGRAM CE SERVICES	1,667.80
				6,627.51
09/30/2022	70183	ITALY AMERICAN CONSTRUCTION	4140 WAKEFIELD RD.	100.00
			1936 ROSEMONT RD.	75.00
				175.00
09/30/2022	70184	JEN CZACH CONSTRUCTION LLC	2771 FERRIS	55.00
09/30/2022	70185	JEREMY PLUNKETT	2111 EARLMONT RD.	50.00
09/30/2022	70186	JOSEPH HOME IMPROVEMENT	2071 GARDNER AVE.	75.00
09/30/2022	70187	KBJ GROUP LLC	1936 BUCKINGHAM RD.	5,000.00
09/30/2022	70188	KIMBERLY PARKE	BOOK PAID FOR AND THEN FOUND	3.99
09/30/2022	70189	KOPASETIC DECKS & MORE LLC	2175 OAKSHIRE	65.00
09/30/2022	70190	L & L CONTRACTING AND DESIGN	1465 LARKMOOR BLVD.	5,000.00
09/30/2022	70191	LEVINE & SONS INC.	1340 PRINCETON RD.	5,000.00
09/30/2022	70192	MAJIC WINDOW COMPANY	4159 CORNWALL DR.	100.00
09/30/2022	70193	MARCO LEON DEON JR.	2034 CASS BLVD.	100.00
09/30/2022	70194	MATTHEW RODGERS	1559 PRINCETON RD.	50.00
09/30/2022	70195	MCKENNA	AUGUST 2022 INSPECTIONS	37,623.75
09/30/2022	70196	METRO PIPE & DRAIN INC.	3494 ELLWOOD AVE.	5,000.00
09/30/2022	70197	MIDPOINT CONSTRUCTION LLC	2446 PHILLIPS AVE.	1,000.00
09/30/2022	70198	MR. ROOF HOLDING COMPANY LLC	2239 ROYAL AVE.	100.00
09/30/2022	70199	OLIVER CONSTRUCTION	2923 THOMAS AVE.	5,000.00
09/30/2022	70200	PARKER BROTHERS	2045 PRINCETON RD.	500.00
09/30/2022	70201	PELLERITO & SONS CONSTRUCTION	1576 EARLMONT RD.	100.00
09/30/2022	70202	RACHEL PATTERSON	PRECINCT WORKER	304.00
09/30/2022	70203	ROYAL PLUMBING LLC	3620 KENMORE RD.	5,000.00
09/30/2022	70204	S & A CONCRETE CONSTRUCTION INC.	2175 THOMAS AVE.	200.00
09/30/2022	70205	SARAH M. RABE & JASON DREWKE	1828 CUMMINGS AVE.	50.00
09/30/2022	70206	SAS SERVICES	2464 PHILLIPS	15.00
			786 CAMBRIDGE	40.00
				55.00
09/30/2022	70207	SHAWN MCMASTER	1852 MORTENSON	30.00
			1833 MORTENSON BLVD.	200.00
				230.00
09/30/2022	70208	STAN LISICA	CONFERENCES REIMBURSEMENT	800.39
09/30/2022	70209	SUZANNE KINNEN	MILEAGE REIMBURSEMENT	15.68
09/30/2022	70210	THE IRONHEAD TRUST	28801 WOODWARD	15.00
09/30/2022	70211	TORRI MATHES	MILEAGE REIMBURSEMENT	89.60

09/30/2022	70212	TRESNAK CONSTRUCTION	1090 COLUMBIA RD.	100.00
09/30/2022	70213	UNITED FACILITY SUPPLIES	MAINTENANCE SUPPLIES	174.62
09/30/2022	70214	WOODLAKE CONSTRUCTION LLC	1695 TWELVE MILE RD.	100.00

Total of 339 Checks:	2,339,436.47
Less 3 Void Checks:	0.00
Total of 336 Disbursements:	2,339,436.47

**CITY OF BERKLEY  
ACH TRANSFERS**

**VENDOR**

9/2/2022	INTERNAL REVENUE SERVICE	\$	25,158.99
9/6/2022	DTE ENERGY	\$	482.90
9/6/2022	THE HARTFORD	\$	9,641.36
9/6/2022	INTERNAL REVENUE SERVICE	\$	54,057.92
9/6/2022	DTE ENERGY	\$	10,294.56
9/7/2022	DPW UNION DUES	\$	270.00
9/7/2022	PS COMMAND UNION DUES	\$	400.00
9/7/2022	PSO UNION DUES	\$	720.00
9/7/2022	ALERUS	\$	9,139.78
9/13/2022	DTE ENERGY	\$	15,265.08
9/14/2022	ALERUS	\$	2,724.96
9/16/2022	DTE ENERGY	\$	665.46
9/19/2022	PS COMMAND UNION DUES	\$	400.00
9/19/2022	PSO UNION DUES	\$	720.00
9/19/2022	INTERNAL REVENUE SERVICE	\$	47,383.85
9/21/2022	ALERUS	\$	8,599.00
9/21/2022	MERS	\$	103,010.19
9/30/2022	A D N	\$	25,000.00
		<b>\$</b>	<b>313,934.05</b>

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.

\_\_\_\_\_  
*Daniel J. Terbrack, Mayor*

\_\_\_\_\_  
*Victoria Mitchell, City Clerk*

October 17, 2022 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to casting Berkley's official vote for the election of the Board of Directors for the MML Liability and Property Pool, directing the City Clerk to send in the marked ballot.

Ayes:

Nays:

Motion:

October 17, 2022 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to authorize the Mayor to sign the renewal of the Animal Shelter Services and Disposal Interlocal Agreement between Oakland County and the City of Berkley for fiscal years 2023 through 2025.

Ayes:

Nays:

Motion:



OAKLAND COUNTY EXECUTIVE DAVID COULTER

**Robert Gatt, Manager**  
(248) 858-1070 | [petadoption@oakgov.com](mailto:petadoption@oakgov.com)

August 9, 2022

Mayor Daniel Terbrack  
City of Berkley  
3338 Coolidge Highway  
Berkley, MI 48072

Dear Mayor Terbrack:

It is time to re-new the Interlocal Agreement between Oakland County and the City regarding Animal Shelter Services and Disposal.

Our services, as you may or may not know, include boarding of stray animals, euthanasia, and disposal for owner relinquished animals, as well as rabies specimen preparation and transport for those requiring it.

The Oakland County Board of Commissioners approved Miscellaneous Resolution #19304 dated September 25, 2019, with the following fees to be implemented from FY2020 through FY2022.

	FY2020	FY2021	FY2022
Care of boarded animals	\$24.00	\$24.00	\$25.00
Disposal of live (non-boarded) animals	\$23.00	\$23.00	\$24.00
Disposal of live (boarded) animals	\$ 7.00	\$ 7.00	\$ 8.00
Disposal of small dead animals	\$22.00	\$22.00	\$23.00
Rabies Specimen – Live	\$26.00	\$26.00	\$26.00
Rabies Specimen – Dead	\$21.00	\$21.00	\$21.00

For fiscal years 2023 through 2025, costs are projected to continue to increase. These are the actual costs, based on our current budgets, for each of the services that we offer:

Care of boarded animals	\$ 46.14
Disposal of live (non-boarded) animals	\$126.64
Disposal of live (boarded) animals	\$ 64.84
Disposal of small dead animals	\$ 37.50
Rabies Specimen (live)	\$161.16



Rabies Specimen (dead)	\$119.50
Transport Specimen to State Lab (Lansing)	\$129.56

There are several contributing factors behind the increase in costs. However, the most significant is the loss of jail trustees to provide janitorial services for the shelter free of charge due to Covid restrictions. Since the start of the Covid pandemic the county has had to pay nearly \$500,000 per year in additional costs to a contractor to fill this gap in service.

We strive to operate an efficient operation while at the same time offering humane services to our customers, often during their worst times. We believe that the actual rates would present a substantial burden on the citizens. We also anticipate that if the actual costs for service were administered, people may abandon their pets at the shelter instead of claiming them at a higher rate.

Consequently, we believe that in lieu of adopting the actual costs of performing each service, a more modest increase such as those being proposed is a better option.

Thus, the attached Interlocal Agreement reflects the following fees.

	FY2023	FY2024	FY2025
Care of boarded animals	\$ 25.00	\$ 26.00	\$ 27.00
Disposal of live (non-boarded) animals	\$100.00	\$105.00	\$110.00
Disposal of live (boarded) animals	\$ 8.00	\$ 9.00	\$ 10.00
Disposal of small dead animals	\$ 23.00	\$ 23.00	\$ 24.00
Rabies Specimen (live)	\$100.00	\$105.00	\$110.00
Rabies Specimen (dead)	\$100.00	\$105.00	\$110.00
Rabies Specimen – Transport State Lab (Lansing)	\$100.00	\$105.00	\$110.00

We ask that you promptly process this agreement to meet with the expiration of your old agreement, which is September 30, 2022.

Please feel free to contact Joanie Toole or myself at (248) 452-9249.

Thank you.

Robert Gatt, Division Manager

ANIMAL SHELTER  
SERVICES AND DISPOSAL  
INTERLOCAL AGREEMENT

This COUNTY OF OAKLAND AGREEMENT TO PROVIDE ANIMAL CARE SERVICES FOR THE CITY OF BERKLEY, (hereafter "AGREEMENT") is made and entered into by and between Oakland County, a Michigan Constitutional Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341, hereinafter referred to as "COUNTY," and the CITY OF BERKLEY whose principal address is 3338 Coolidge Hwy., Berkley, Michigan 48072, hereinafter referred to as "MUNICIPALITY." In this Agreement the COUNTY and the MUNICIPALITY may also be referred to individually as "PARTY" or jointly as "PARTIES."

**PURPOSE OF AGREEMENT** Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq., the COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing the MUNICIPALITY with assistance in the enforcement of the animal laws and regulations of the State of Michigan.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

- §1. **DEFINITIONS** The following words and expressions used throughout this Agreement, whether used in singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
- 1.1. **Agreement** means the terms and conditions of this Agreement, any Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, addendum, or change order.
  - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgement, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County, its employees or agents, whether such claim is brought in law or equity, tort, contract, or otherwise.
  - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such person's successors.
  - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
  - 1.5. **Animal Shelter and Pet Adoption Center** means a facility owned and operated by the COUNTY to care for impounded animals.
  - 1.6. **Impounded Small Animals** means all dogs, cats, wildlife (excluding live, healthy skunks), rodents and all other animals commonly kept as domestic pets which are impounded and confined at the

Animal Shelter and Pet Adoption Center by: (1) agents of MUNICIPALITIES carrying out rabies program (1'. A. 146, 1919) and animal control programs and/or (2) action of residents of MUNICIPALITIES under contract.

- 1.7. **Owned Animals** and **Give Up Animals** means any animal from any area released directly to the COUNTY by the owners or any person(s) having proper custody thereof.
- 1.8. **Bite Case** means any stray or owned animal from the contracted service area requiring quarantine or observation by order of the Oakland County Department of Health or their authorized representative.
- 1.9. **Required Holding Period** shall be in accordance with the provisions of P. A. 224, 1969, and any subsequent amendments thereto, and P. A. 287, 1969.
- 1.10. **License Fees** means those charges to the owner of a dog which are claimed at the Animal Shelter and Pet Adoption in accordance with contracted MUNICIPALITIES' policies, practices, and procedures.
- 1.11. **Impounding Fees** means pick-up fee charges, determined by the contracted MUNICIPALITY'S ruling agent, rendered to an owner upon his application to reclaim an animal which, by action of a MUNICIPALITY, has been impounded.
- 1.12. **Euthanasia** means the humane destruction of animals.
- 1.13. **Rabies** means an infectious disease of certain animals, especially dogs, communicated to man by direct inoculation, as by bite or an infected animal.
- 1.14. **Rabies Specimen** means brain tissue taken from an animal suspected of being rabid.
- 1.15. **Transported** means the delivery by the COUNTY of a rabies specimen to the Michigan State Laboratory in Lansing.
- 1.16. **Community Cat** is a term used to describe outdoor unowned free-roaming cats. These cats could be friendly, feral, adults, kittens, healthy, sick, altered and/or unaltered. They may or may not have a caregiver but do not have an owner.

§2. COUNTY RESPONSIBILITIES' Subject to the terms and conditions contained in this Agreement, and applicable changes in law, the COUNTY shall carry out the following:

- 2.1. The COUNTY shall comply with the animal regulation laws of the State of Michigan, those being P.A. 339, 1919 as amended.
- 2.2. The COUNTY shall Provide proper food, water, shelter, and humane care for all stray and give-up animals impounded by the MUNICIPALITY and such animals that are brought to the COUNTY'S Animal Care Center by residents of the MUNICIPALITY until they are placed or otherwise humanely disposed in accordance with applicable laws, consistent with the provisions of this Agreement.
- 2.3. The COUNTY shall provide proper food, water, shelter, and humane care for any small animal, which is suspected of infection with rabies, quarantined by MUNICIPALITY for such a period of time as may be required by applicable law.
- 2.4. The COUNTY shall make every effort to maintain office hours at the COUNTY'S Animal Shelter and Pet Adoption Center suitable for the purpose of transacting business in connection with the duties under this Agreement and for the purpose of receiving animals and for accepting applications for the redemption of impounded animals.
- 2.5. The COUNTY shall make every effort to notify owners of identifiable impounded animals, by telephone or mail consistent with the COUNTY'S procedures.

- 2.6. Upon completion of the required holding period, impounded animals become the property of the COUNTY and may be disposed of according to law.
- 2.7. Prior to release by the COUNTY to residents of the MUNICIPALITY, the COUNTY shall vaccinate all dogs of required vaccination age against rabies within the legally required time. No dog shall be released to a resident until a dog license has been obtained.
- 2.8. The COUNTY shall provide for the sale of dog licenses consistent with the policies, practices, and procedures of the City Clerk/Township Treasurer, consistent with the provisions of this agreement. If the local dog license is not provided to the County for sale, an Oakland County dog license will be sold.
- 2.9. The COUNTY shall provide for the collection of impoundment fees. All impoundment fees and license fees shall be paid over by the COUNTY to the MUNICIPALITY within a time period not to exceed one (1) month.
- 2.10. The COUNTY shall retain all vaccination and veterinarian fees and proceeds from adoption of animals.
- 2.11. The COUNTY shall keep proper financial records and account to the MUNICIPALITY monthly for all fees collected on its behalf. The COUNTY will permit the MUNICIPALITY at all reasonable times to inspect COUNTY records maintained pursuant to this agreement.
- 2.12. The COUNTY shall accept and dispose of all small dead animals picked up in the MUNICIPALITY by an Animal Control agent or resident and turned over to the COUNTY consistent with this Agreement.

### §3. MUNICIPALITY RESPONSIBILITIES

- 3.1. The MUNICIPALITY shall supply to the COUNTY all necessary dog licenses certificates, dog license tags, receipt forms, etc; to enable the COUNTY to carry out its licensing duties under this agreement.
- 3.2. The MUNICIPALITY shall furnish the COUNTY with an adequate supply of its applicable laws and regulations dealing with dogs and other small animals effective as of the date of this agreement.
- 3.3. The MUNICIPALITY shall be responsible for any community cat program(s) sponsored by the MUNICIPALITY within their jurisdiction.

### §4. FINANCIAL RESPONSIBILITIES The MUNICIPALITY agrees to pay the following fees to the COUNTY for its services under this agreement:

- 4.1. A boarding fee per day for each animal impounded by action of the MUNICIPALITY and housed or accepted by the County will be:

2023	\$ 25.00
2024	\$ 26.00
2025	\$ 27.00

- 4.2. Such fees shall be limited to the required holding period as set forth by the MUNICIPALITY, fees For the destruction and disposal of each animal held the required holding period will be:

2023	\$ 7.00
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2024	\$ 9.00
2025	\$ 10.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.3. Fees for each dead animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2023	\$ 23.00
2024	\$ 23.00
2025	\$ 24.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.4. Fees for each live small give-up animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2023	\$100.00
2024	\$105.00
2025	\$110.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.5. Fees for each live rabies specimen turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2023	\$100.00
2024	\$105.00
2025	\$110.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.6. Fees for each dead rabies specimen turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2023	\$100.00
2024	\$105.00

2025	\$110.00
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Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.7. Fees for transport of rabies specimens turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2023	\$100.00
2024	\$105.00
2025	\$110.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.8. MUNICIPALITY agrees that the fees as set forth above are subject to adjustment during the term of this Agreement, Such adjustment will be in direct relationship to any general county salary increase by the Oakland County Board of Commissioners. In no instance shall the fee be greater than the percentage salary increase. Provided, that if the COUNTY shall decide to increase said fees, it shall give thirty (30) days prior notice to the MUNICIPALITY, and the MUNICIPALITY shall have the right to terminate this agreement forthwith by giving written notice of such termination to the Oakland County Executive within said thirty (30) day period.

#### §5. DURATION OF INTERLOCAL AGREEMENT

- 5.1. It is mutually agreed that the term of this agreement shall be effective October 1, 2022 and expiring September 30, 2025 inclusive. The agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the agreement is filed according to MCL 124.510. The approval and terms of this agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. Upon the completion of the term of this agreement, the provisions of the agreement shall thereafter be subject to review and renewal by written agreement of the parties hereto for a like term.

#### §6. ASSURANCES

- 6.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
- 6.2. The COUNTY shall not be liable for any consequential, incidental, indirect, or special damages in connection with this agreement.
- 6.3. The Parties agree that the COUNTY's Animal Care Center, land and building, shall be owned exclusively by the COUNTY and that the MUNICIPALITY shall have no proprietary interest whatsoever in said care center. It is also understood that the payments made by the MUNICIPALITY to the COUNTY pursuant to this agreement are made solely in consideration of the services to be performed under this agreement.

#### §7. TERMINATION OR CANCELLATION OF AGREEMENT

- 7.1. Either Party may terminate or cancel this agreement for any reason upon thirty (30) days written notice. The effective date for termination or cancellation shall be clearly stated in the notice. In the event of any termination or cancellation, any funds advanced to the COUNTY shall be payable in

service only. Notices given under this agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class

7.2. The parties shall not be obligated to pay a cancellation or termination fee, if this agreement is terminated as provided herein.

§8. SUSPENSION OF SERVICES. Upon notice to MUNICIPALITY, the COUNTY may immediately suspend this agreement, if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S discretion, with federal, state, or local law, or any requirements contained in this agreement. The right to suspend services is in addition to the right to terminate or cancel this agreement. The COUNTY shall not incur penalty, expense or liability if services are suspended under this Section.

§9. RIGHT TO SET OFF. Should the MUNICIPALITY fail, for any reason, to timely pay the County the amounts required under this Agreement, the MUNICIPALITY agrees that upon notice from the Oakland County Treasurer to the Treasurer of the State of Michigan (or any other State of Michigan official authorized to disburse funds to the MUNICIPALITY), the State of Michigan is authorized to withhold any funds due the MUNICIPALITY from the State, and assign those funds to partially or completely offset any deficiency by the MUNICIPALITY to the County. Such funds shall be paid directly to the County. Further, the MUNICIPALITY waives any claims against the State or County, or their respective officials, for any such amounts paid to the County.

Should the MUNICIPALITY fail for any reason to timely pay the County the amounts required under this Agreement, the County Treasurer shall be entitled to set-off and retain any amounts due the MUNICIPALITY from Delinquent Tax Revolving Fund ("DTRF") or any other source of funds due the MUNICIPALITY in the possession of the County, to partially or completely offset any deficiency by the MUNICIPALITY, unless expressly prohibited by law. Such a transfer shall be considered an assignment by the MUNICIPALITY to the COUNTY. Further, the MUNICIPALITY waives any claims against the County, or its officials, for any such amounts paid to the County.

Neither of these provisions shall operate to limit in any way the County's right to pursue any other legal remedies against the MUNICIPALITY for the reimbursement of amounts due the County under this Agreement. The remedies in this paragraph are available to the County on an ongoing and successive basis, as the MUNICIPALITY becomes delinquent in its payments.

§10.NO THIRD PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

§11.COMPLIANCE WITH LAWS. Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this agreement, and properly promulgated amendments to those Exhibits.

§12.PERMITS AND LICENSES. Each Party shall be responsible for obtaining and maintaining, throughout the term of this agreement, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.

§13.RESERVATION OF RIGHTS. This agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

§14.FORCE MAJEURE. Each Party shall be excused from any obligations under this agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike,

labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.

- §15. IN-KIND SERVICES. This agreement does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
- §16. DELEGATION/SUBCONTRACT/ASSIGNMENT. A Party shall not delegate, subcontract, and/or assign any obligations or rights under this agreement without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
- §17. NO IMPLIED WAIVER. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this agreement. No waiver of any term, condition, or provision of this agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this agreement.
- §18. SEVERABILITY. If a court of competent jurisdiction finds a term, or condition, of this agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this agreement. All other terms, conditions, and provisions of this agreement shall remain in full force.
- §19. CAPTIONS. The section and subsection numbers, captions, and any index to such sections and subsections contained in this agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- §20. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- §21. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, recessions, waivers, or releases to this agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the agreement or other persons as authorized by the Parties' governing body.
- §22. ENTIRE AGREEMENT. This agreement represents the entire agreement and understanding between the Parties. This agreement supercedes all other oral or written agreements between the Parties. The language of this agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.



**IN WITNESS WHEREOF**, Daniel Terbrack, Mayor, City of Berkley, hereby acknowledges that he/she has been authorized by a resolution of the City of Berkley, a certified copy of which is attached, to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
Daniel Terbrack, Mayor  
City of Berkley

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Victoria Mitchell, Clerk  
City of Berkley

DATE: \_\_\_\_\_

**IN WITNESS WHEREOF**, Dave Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of the Oakland County, and hereby accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
Dave Woodward, Chairperson  
Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Lisa Brown, Clerk/Register of Deeds  
County of Oakland

DATE: \_\_\_\_\_

**A PROCLAMATION**  
**of the Council of the City of Berkley, Michigan**  
**Proclaiming November 2022 as Native American Heritage Month**

**P-34-22**

- WHEREAS,** the state of Michigan is home to more than 240,000 American Indian or Alaska Native residents and twelve federally recognized Indian tribes, each a sovereign government with an inherent right to self-governance and self-determination; these federally recognized tribes are Bay Mills Indian Community, Grand Traverse Band of Ottawa and Chippewa Indians, Match-E-Be-Nash-She-Wish Band of Pottawatomini Indians, Hannahville Indian Community, Keweenaw Bay Indian Community, Lac Vieux Desert Band of Lake Superior Chippewa Indians, Little River Band of Ottawa Indians, Little Traverse Bay Bands of Odawa Indians, Nottawaseppi Huron Band of the Potawatomi, Pokagon Band of Potawatomi, Saginaw Chippewa Indian Tribe, and Sault Ste. Marie Tribe of Chippewa Indians; and
- WHEREAS,** between 1795 and 1842, these 12 tribes ceded most of the land of which the state of Michigan is now comprised through treaties with the United States; and
- WHEREAS,** Berkley residents have a responsibility to learn about the history of tribal governments, the unique challenges Native people have faced historically and continue to face today, including the Missing and Murdered Indigenous Women and People epidemic, and the abhorrent history and trauma that exists as the result of the Indian Boarding School system; and
- WHEREAS,** Berkley residents are encouraged to celebrate and honor Native American history and culture; and
- WHEREAS,** we celebrate the rich, diverse cultures, traditions, and histories of Native Americans while acknowledging the significant contributions they make to the government, education, economics, art, science, literature, and more in Michigan and the United States; and
- WHEREAS,** we recognize and honor the achievements of tribal governments and Native Americans and continue our efforts to ensure the State of Michigan and the City of Berkley recognizes and honor tribal sovereignty and collaborate fully with tribal governments; and
- WHEREAS,** the City of Berkley endeavors to be anti-racist and inclusive of citizens of all races and ethnicities.

**NOW, THEREFORE, THE CITY OF BERKLEY HEREBY PROCLAIMS**

**SECTION 1:** That the month of November 2022, is hereby proclaimed *Native American Heritage Month* in the City of Berkley.

*Proclaimed this 17<sup>th</sup> day of October 2022 at a Regular Meeting of the Berkley City Council.*

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*Daniel J. Terbrack, Mayor*

Attest:

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*Victoria Mitchell, City Clerk*

**A PROCLAMATION**  
**of the Council of the City of Berkley, Michigan**  
**Proclaiming November 2022 as Men's Health Awareness Month**

**P-35-22**

- WHEREAS,** each year during the month of November, men across the globe are encouraged to band together and grow mustaches to promote and raise awareness of men's health issues; and
- WHEREAS,** since 2003, the Mustaches in November (or "Movember") campaign has generated a global health movement and raised thousands of dollars to fund more than 1,250 men's health projects around the world including prostate and testicular cancer research, mental health initiatives, and suicide prevention; and
- WHEREAS,** the newly grown mustaches of the Movember Men's Health Awareness Movement prompt conversations, create a greater understanding of the health risks men face, and motivate them to take action for their health since men are 24% less likely than women to have an annual visit with a physician; and
- WHEREAS,** representatives from the City of Berkley, including public safety officers, have abandoned shaving for the month of November to "Gro a Mo" and show their support for the Movember Men's Health Awareness Month cause.

**NOW, THEREFORE, THE CITY OF BERKLEY HEREBY PROCLAIMS**

**SECTION 1:** That the month of November 2022, is hereby proclaimed November 2022 as *Men's Health Awareness Month* in the City of Berkley.

**SECTION 2:** The City of Berkley urges men to learn about their risks for prostate cancer, testicular cancer, and mental health issues, to undertake screenings for early detection, talk to health care providers about treatment options if diagnosed, and to motivate their fellow men to take care of their health.

*Proclaimed this 17<sup>th</sup> day of October 2022 at a Regular Meeting of the Berkley City Council.*

Attest:

---

Daniel J. Terbrack, Mayor

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Victoria Mitchell, City Clerk

October 17, 2022 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember  
\_\_\_\_\_ to approve marihuana business license #PMA20-0007 for Yellow Tail  
Ventures LLC #1 dba Moses Roses Provisioning Center to be located at 3120 11 Mile Road.

Ayes:

Nays:

Motion:

<b>Application Number</b>	<b>Applicant Entity</b>	<b>Principal Address</b>	<b>Final Score as Adopted by City Council on January 18, 2022</b>
<b>PMA20-0003</b>	Operation Grow / butter	2222 W. Eleven Mile Road	<b>315</b>
<b>PMA20-0015</b>	Quality Roots	3916 W. Eleven Mile Road	<b>310</b>
<b>PMA20-0007</b>	Yellow Tail Ventures LLC #1	3120 Eleven Mile	<b>301</b>
<b>PMA20-0010</b>	Attitude Wellness dba Lume	1949 Twelve Mile Road	<b>301</b>
<b>PMA20-0029</b>	Seven Points Dispensing of Michigan LLC	28557 Woodward Ave	<b>301</b>
<b>PMA20-0025</b>	Berkley Corners PRV LLC	28297 Woodward Ave.	297
<b>PMA20-0011</b>	Green Bronco III	2200 W. Eleven Mile Road	296
<b>PMA20-0013</b>	FPAW Michigan LLC	3750 W. Eleven Mile Road	289
<b>PMA20-0024</b>	3895 Euclid LLC dba Dispo	27733 Woodward Ave	286
<b>PMA20-0002</b>	Bud McCool's	27253 Woodward Ave	281
<b>PMA20-0031</b>	Oak Flint LLC	27723 Woodward Ave	279
<b>PMA20-0005</b>	BDE Warren LLC	2033 Coolidge	278
<b>PMA20-0004</b>	Nature's Remedy	2351 Twelve Mile Road	275
<b>PMA20-0027</b>	GS Ashley, LLC	3890 W. Eleven Mile Road	274
<b>PMA20-0016</b>	SJMB	3376 Twelve Mile Road	273
<b>PMA20-0009</b>	Yellow Tail Ventures LLC #2	28401 & 28453 Woodward	271
<b>PMA20-0028</b>	Warren Capital Holdings, LLC	2640 Eleven Mile Road	266
<b>PMA20-0019</b>	Pure Roots	28173 Woodward	265
<b>PMA20-0023</b>	Grassroots ReLeaf LLC	27423 Woodward Ave.	256
<b>PMA20-0008</b>	CAK Holdings	4129 Twelve Mile	242
<b>PMA20-0012</b>	DSD Investors LLC	3515 Twelve Mile Road	226
<b>PMA20-0021</b>	Leaf Master dba Puff Cannabis	3171 Twelve Mile Road	226
<b>PMA20-0026</b>	Fire Farm LLC	3670 Twelve Mile Road	217
<b>PMA20-0030</b>	Candid Labs LLC	28505 Woodward Ave	208
<b>PMA20-0006</b>	PBG Enterprises dba Pleasantrees	2448 Eleven Mile Road	DNQ
<b>PMA20-0014</b>	Berkley Herbal Center	3280 W. Eleven Mile Road	DNQ
<b>PMA20-0017</b>	123 Ventures	1716 Coolidge	DNQ
<b>PMA20-0018</b>	GS Bay City LLC	3800 W. Eleven Mile	DNQ
<b>PMA20-0020</b>	Pure Life I	2998 Eleven Mile Road	DNQ
<b>PMA20-0022</b>	Pure Life II	2114 Eleven Mile Road	DNQ
	Applicant is able to apply for Site Plan Review before Planning Commission		
	Applicants are tied for third ranking but are able to apply for Site Plan Review at own risk.		

**THE SPECIAL MEETING OF THE BERKLEY CITY PLANNING COMMISSION WAS CALLED TO ORDER AT 7:00 PM, OCTOBER 11, 2022 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/cityofberkley>*

**SUMMARY OF MOTIONS ONLY**

**PRESENT:** Shiloh Dahlin Lisa Hamameh  
Joe Bartus  
Lisa Kempner

**ABSENT:** Greg Patterson, Matteo Passalacqua, Mike Woods

**ALSO, PRESENT:** Kristen Kapelanski, Community Development Director

Motion by Commissioner Bartus to excuse the absences of Commissioner Patterson, Commissioner Woods and Commissioner Passalacqua. Motion supported by Commissioner Dahlin.

Voice Vote to approve the absence of Commissioner Patterson, Commissioner Woods and Commissioner Passalacqua.

AYES: 4

NAYS: 0

ABSENT: Patterson, Woods, Passalacqua

**MOTION CARRIED**

\* \* \* \* \*

**APPROVAL OF AGENDA**

Motion by Commissioner Bartus to approve the agenda supported by Commissioner Dahlin.

Voice vote to approve the agenda

AYES: 4

NAYS: 0

ABSENT: Patterson, Woods, Passalacqua

**MOTION CARRIED**

\* \* \* \* \*

**COMMUNICATIONS**

NONE

\* \* \* \* \*

**CITIZEN COMMENTS**

NONE

\* \* \* \* \*

**OLD BUSINESS**

NONE

\* \* \* \* \*

**NEW BUSINESS**

1. **PSP-16-22: 3120 W. Eleven Mile – Moses Roses Provisioning Center:** The applicant, Joseph Aiello on behalf of Moses Roses, is requesting a site plan approval for the renovation

of the existing building to be a retail marihuana dispensary at 3120 W. Eleven Mile Road, Parcel # 04-25-18-453-031, North side Eleven Mile Road, East of Gardner Avenue and West of Griffith Avenue

Motion by Commissioner Bartus to approve PSP-16-22 3120 W. Eleven Mile. Rd. Moses Roses Provisioning Center with the following conditions:

- The items in the DPW, HRC, and CW review letters be corrected and incorporated into revised site plans/construction plans to be reviewed and approved by staff;
- 24 foot aisle width for all drive aisles instead of 22 feet;
- The lighting footcandles to be reduced for the entire site and specifically along the northern property line;
- Sufficient detail of the living wall to ensure the City's ability to enforce maintenance consistent with the approved site plan and, in consultation with the city attorney, as to the appropriateness as a stand alone agreement or inclusion in the storm water maintenance agreement; and
- Finding that the proposed landscaping is consistent with the Master Plan.

Motion supported by Commissioner Hamameh.

AYES: Bartus, Dahlin, Hamameh

NAYS: Kempner

ABSENT: Patterson, Woods, Passalacqua

#### **MOTION FAILED**

Motion by Commissioner Hamameh to table PSPS-16-22 W. Eleven Mile Moses Roses Provisioning Center to a date certain.

Motion supported by Commissioner Bartus

Commissioner Hamameh withdrew her motion to table PSP-16-22 W. Eleven Mile Moses Roses Provisioning Center to a date certain supported by Commissioner Bartus

Chair Kempner motioned to reconsider PSP-16-22 W. Eleven Mile Moses Roses Provisioning Center. Motion supported by Commissioner Hamameh.

AYES: Bartus, Dahlin, Kempner, Hamameh

NAYS: NONE

ABSENT: Patterson, Woods, Passalacqua

#### **MOTION CARRIED**

Motion by Commissioner Bartus to approve PSP-16-22 3120 W. Eleven Mile. Rd. Moses Roses Provisioning Center with the following conditions:

- The items in the DPW, HRC, and CW review letters be corrected and incorporated into revised site plans/construction plans to be reviewed and approved by staff;
- 24 foot aisle width for all drive aisles instead of 22 feet;
- The lighting footcandles to be reduced for the entire site and specifically along the northern property line;
- Sufficient detail of the living wall to ensure the City's ability to enforce maintenance consistent with the approved site plan and, in consultation with the city attorney, as to the appropriateness as a stand alone agreement or inclusion in the storm water maintenance agreement; and

- Finding that the proposed landscaping is consistent with the Master Plan.  
Motion supported by Commissioner Hamameh.

AYES: Dahlin, Hamameh Bartus, Kempner  
NAYS: NONE  
ABSENT: Patterson, Woods, Passalacqua

**MOTION CARRIED**

**LIAISON REPORT**

\* \* \* \* \*

**COMMISSIONER COMMENTS**

\* \* \* \* \*

**STAFF COMMENTS**

\* \* \* \* \*

**ADJOURNMENT**

Motion to adjourn by Commissioner Dahlin supported by Commissioner Bartus.

Voice vote for adjournment

AYES: 4  
NAYS: 0  
ABSENT: Patterson, Woods, Passalacqua

**With no further business, the meeting was adjourned at 9:16 p.m.**





## **CITY OF BERKLEY COMMUNITY DEVELOPMENT**

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

### **MEMORANDUM**

**To:** Planning Commission

**From:** Kristen Kapelanski, Community Development Director

**Subject:** **PSP-16-22: 3120 W. Eleven Mile– Moses Roses**  
**Site Plan Approval**

**Date:** October 6, 2022

The applicant, Joseph Aiello on behalf of Moses Roses, is requesting site plan approval for conversion of an existing building to a retail marihuana dispensary use at 3120 W. Eleven Mile Rd. on the north side of Eleven Mile Rd., west of Griffith Ave. An addition will also be added to the building and the existing auto service use would remain, but in a smaller footprint. At buildout, approximately 2,600 sq. ft. of the building will be used for the provisioning center and the remaining approximately 550 sq. ft. will be used for the auto service center.

Attached are the following reviews for the site plan submitted:

#### **Planning Review from Carlisle Wortman Associates (CWA) dated September 19, 2022**

CWA had several items of note in their review but did recommend conditional approval. Items included:

1. The Planning Commission must determine whether the reduced drive aisle width proposed on the site (24 ft. required, 22 ft. provided) should be approved. The Planning Commission may alter or revise the aisle width requirements if the Commission finds that the strict application of the requirements would endanger pedestrians or vehicular traffic.
2. Planting details of the live wall should be provided prior to the pre-construction meeting.
3. Green roof details should be provided prior to the pre-construction meeting.
4. The applicant is providing lighting far exceeding normal standards for a retail use. Pole footcandles should be reduced.
5. Confirmation should be provided on the elevations that the parapet wall is high enough to screen exterior appliances. This can be confirmed on the building permit plans.

#### **Review from City of Berkley Department of Public Works (DPW) dated September 20, 2022**

DPW noted the following comments and asked that plans be resubmitted before approval was granted:

1. The City's engineering consultant, Hubbell, Roth & Clark (HRC) will review the geotechnical report, storm water detention calculations and grading.
  2. The plan shows the removal of the existing storm structure and a portion of the piping. The applicant will need to verify if this is the full extent of piping to be removed.
  3. An updated traffic control plan encompassing the full project scope is required.
-

### **Engineering Review from Hubbell, Roth & Clark (HRC) dated September 23, 2022**

HRC recommended approval of the proposed Site Plan subject to the following:

1. An updated traffic control plan is required.
2. The source of the C-value used for the permeable paver area must be provided.
3. Additional soil borings are required to ensure that there is not groundwater present within 2 ft. of the bottom of the proposed stone layer.

### **Review from City of Berkley Fire Inspector**

Fire Inspector Jon Roberts stamped the plan set approved on September 16, 2022.

### **Summary and Recommendation**

Should the Planning Commission choose to approve the plan, the following findings and conditions should be included:

1. Planning Commission reduction of the drive aisle width from 24 ft. to 22 ft.;
2. A reduction of the pole lights that results in lower footcandles for the site;
3. Compliance with the items noted in the CWA September 19, 2022, DPW September 20, 2022 and HRC September 23, 2022 review letters.



# CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

## 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: Moses Roses

Applicant: Joseph Aiello

Mailing Address: 32411 Meadow Brook Warren MI 48092

Telephone: [REDACTED]

Email: michiganmedical@icloud.com

Property Owner(s), if different from Applicant: Ryszard Lada & Ewa Laskowska-Lada

Mailing Address: 5100 Wan Ta Wan, Clarkston, MI 48348

Telephone: [REDACTED]

Email: [REDACTED]

Applicant's Legal Interest in Property: Executed Purchase Agreement

### LOCATION OF PROPERTY:

Street Address: 3120 W. 11 mile Rd

Nearest Cross Streets: 11 mile and Griffith Ave

Sidwell Number(s): 25-18-453-031

**PROPERTY DESCRIPTION:**

Provide lot numbers and subdivision: East, 15.54 feet of Lot 108 and  
all of Lots 109 and 110. Meadow Farms Subdivision

Property Size (Square Feet): \_\_\_\_\_ (Acres): 0.43 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 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 checked="" type="checkbox"/> Eleven Mile | <input type="checkbox"/> Parking    |
| <input type="checkbox"/> RMH  | <input type="checkbox"/> Twelve Mile            |                                     |

Present Use of Property: Auto Repair Shop

Proposed Use of Property: Auto Repair Shop & Cannabis  
Retail

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

**PROJECT DESCRIPTION:**

Re-use existing Building, Add addition, Re-do  
Parking Lot + landscape, Ltg. Upgrade MEP Services, and add  
roof Eavelets

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				
Commercial	2	2,799 S.F.	15 Spaces	4 max, 2 ea. Tenant
Industrial				
Other				

**PROFESSIONALS WHO PREPARED PLANS: JGA**

A. Name: Ken Nisch (Contact: Angela Hill)  
Mailing Address: 2910 Inkster Road Suite 500 / Southfield  
Telephone: [REDACTED]  
Email: [REDACTED]  
Design Responsibility (engineer, surveyor, architect, etc.): Architect

B. Name: Joseph Anderson, Giffels Webster  
Mailing Address: 1025 E. Maple Suite 100 / Birmingham  
Telephone: [REDACTED]  
Email: [REDACTED]  
Design Responsibility: Engineer

**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:

- |   |  |
|---|--|
| <input type="checkbox"/> Road Commission for Oakland County | <input type="checkbox"/> Oakland County Health Division                |
| <input type="checkbox"/> MI Dept. of Transportation         | <input type="checkbox"/> 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)**

R.2 C.L.L. I hereby authorize the employees and representatives of the City of Berkeley to enter upon and conduct an inspection and investigation of the above-referenced property.

---

**APPLICANT'S ENDORSEMENT: (Initial each line)**

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

Dr 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.

J 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.**

---

*Joseph Aiello*

June 29 2022

Signature of Applicant

Date

Joseph Aiello, President of Yellow Tail Ventures Inc.

Applicant Name (Print)

Signature of Applicant

Date

Applicant Name (Print)

*E. Lorlow Ho - Looe*

*6-29-22*

Signature of Property Owner Authorizing this Application

Date

*Ryszard Lada*

Ryszard Lada, Member of Berkley Auto Service, LLC

*6-29-22*

Property Owner Name (Print)

**OFFICE USE ONLY**

Received \_\_\_\_\_ Receipt # \_\_\_\_\_ Meeting Date \_\_\_\_\_ Case # \_\_\_\_\_

Fees:      Site Plan Review \$600      Façade Change: \$200      Revision: \$300  
             Extension \$200      Engineering: Multi-family \$1,500 + \$30/unit  
   Commercial \$1,000  
             Escrow (New construction) \$1,000



# MOSES ROSES

## LOCATION

3120 WEST 11 MILE ROAD | BERKLEY, MICHIGAN

## REFERENCE STANDARDS

AA	=	ALUMINUM ASSOCIATION
AAMA	=	AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION
ACI	=	AMERICAN CONCRETE INSTITUTE
ADC	=	AIR DIFFUSER COUNCIL
AGA	=	AMERICAN GAS ASSOCIATION
AIEE	=	AMERICAN INSTITUTE OF ELECTRICAL ENGINEERS
AISC	=	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
AISI	=	AMERICAN IRON AND STEEL INSTITUTE
AMCA	=	AIR MOVING AND CONDITIONING ASSOCIATION
ANSI	=	AMERICAN NATIONAL STANDARDS INSTITUTE
APA	=	AMERICAN PLYWOOD ASSOCIATION
ARI	=	AIR CONDITIONING AND REFRIGERATION INSTITUTE
ASHRAE	=	AMERICAN SOCIETY OF HEATING, REFRIG. AND A/C ENGINEERS
ASME	=	AMERICAN SOCIETY OF MECHANICAL ENGINEERS
ASTM	=	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWI	=	ARCHITECTURAL WOODWORK INSTITUTE
AWPA	=	AMERICAN WOOD PRESERVERS ASSOCIATION
AWS	=	AMERICAN WELDING ASSOCIATION
BIA	=	BRICK INSTITUTE OF AMERICA
CRSI	=	CONCRETE REINFORCING STEEL INSTITUTE
ETL	=	ELECTRICAL TESTING LABORATORIES
FGMZ	=	FLAT GLASS MARKETING ASSOCIATION
FS	=	FIRE RATED OR RETARDANT
IES	=	ILLUMINATION ENGINEERING SOCIETY
MIA	=	MARBLE INSTITUTE OF AMERICA
NAAMM	=	NATIONAL ASSOC. OF ARCHITECTURAL METAL MANUF.
NBS	=	NATIONAL BUREAU OF STANDARDS
NCMA	=	NATIONAL CONCRETE MASONRY INSTITUTE
NEMA	=	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NFPA	=	NATIONAL FIRE PROTECTION ASSOCIATION
NSF	=	NATIONAL SANITATION FOUNDATION
NTMA	=	NATIONAL TERRAZZO AND MOSAIC ASSOCIATION
PCA	=	PORTLAND CEMENT ASSOCIATION
PS	=	PRODUCT STANDARD, U.S. DEPT. OF COMMERCE
SIGMA	=	SEALED INSULATING GLASS MANUFACTURERS ASSOCIATION
SMACNA	=	SHEET METAL AND A/C CONTRACTORS NATIONAL ASSOC.
SSPC	=	STEEL STRUCTURES PAINTING COUNCIL
TCA	=	TILE COUNCIL OF AMERICA
UL	=	UNDERWRITERS LABORATORIES, INC.
WCLIB	=	WEST COAST LUMBER INSPECTION BUREAU
WWPA	=	WESTERN WOOD PRODUCTS ASSOCIATION
SPIB	=	SOUTHERN PINE INSPECTION BUREAU

## ABBREVIATIONS AND DEFINITIONS

ADJ.	- ADJUSTABLE	MECH.	- MECHANICAL
A.F.F.	- ABOVE FINISHED FLOOR	MED.	- MEDIUM
ALT.	- ALTERNATE	MFR.	- MANUFACTURER
ALUM.	- ALUMINUM	MIN.	- MINIMUM
ANOD.	- ANODIZED	M.	- MIRROR
AUTO.	- AUTOMATIC	MISC.	- MISCELLANEOUS
APPROX.	- APPROXIMATE	MLD'G.	- MOLDING
B/O	- BY OWNER	MTD.	- MOUNTED
BD.	- BOARD	MTL.	- METAL
BLK.	- BLOCK	NO.	- NUMBER
BLK'G.	- BLOCKING	NOM.	- NOMINAL
BOT.	- BOTTOM	NON-COM.	- NON-COMBUSTIBLE
CLS.	- CEILING	N.T.S.	- NOT TO SCALE
CLR.	- CLEAR	O.C.	- ON CENTER
COL.	- COLUMN	PLAS. LAM.	- PLASTIC LAMINATE
CONST.	- CONSTRUCTION	PTD.	- PAINTED
CONT.	- CONTINUOUS	RAD.	- RADIUS
CONTR.	- CONTRACTOR	REF.	- REFERENCE
DET.	- DETAIL	REM.	- REMOVE
DIAG.	- DIAGONAL	REQ'D.	- REQUIRED
DIAM.	- DIAMETER	RET.	- RETURN
DIM.	- DIMENSION	REV.	- REVISION
DN.	- DOWN	SECT.	- SECTION
DWG.	- DRAWING	S.F.	- SQUARE FOOT
EA	- EACH	SHT.	- SHEET
ELECT.	- ELECTRICAL	SIM.	- SIMILAR
EQ.	- EQUAL	SPEC.	- SPECIFICATION
EQUIP.	- EQUIPMENT	SQ.	- SQUARE
EXIST'G.	- EXISTING	STD.	- STANDARD
EXT.	- EXTERIOR	SYM.	- SYMMETRICAL
FLR.	- FLOOR	SYS.	- SYSTEM
F.R.P.	- FIBERGLASS REINFORCED PLASTIC	TEMP.	- TEMPORARY
F.R.T.	- FIRE RETARDANT TREATED	TYP.	- TYPICAL
FURR'G.	- FURRING	U.O.N.	- UNLESS OTHERWISE NOTED
HD.	- HEAVY DUTY	VERT.	- VERTICAL
HDWR.	- HARDWARE	V.I.F.	- VERIFY IN FIELD
HORZ.	- HORIZONTAL	W/	- WITH
HR.	- HOUR	W/O	- WITHOUT
HT.	- HEIGHT	&	- AND
L.P.	- LIGHT PANEL	@	- AT
MAX.	- MAXIMUM	€	- CENTER LINE

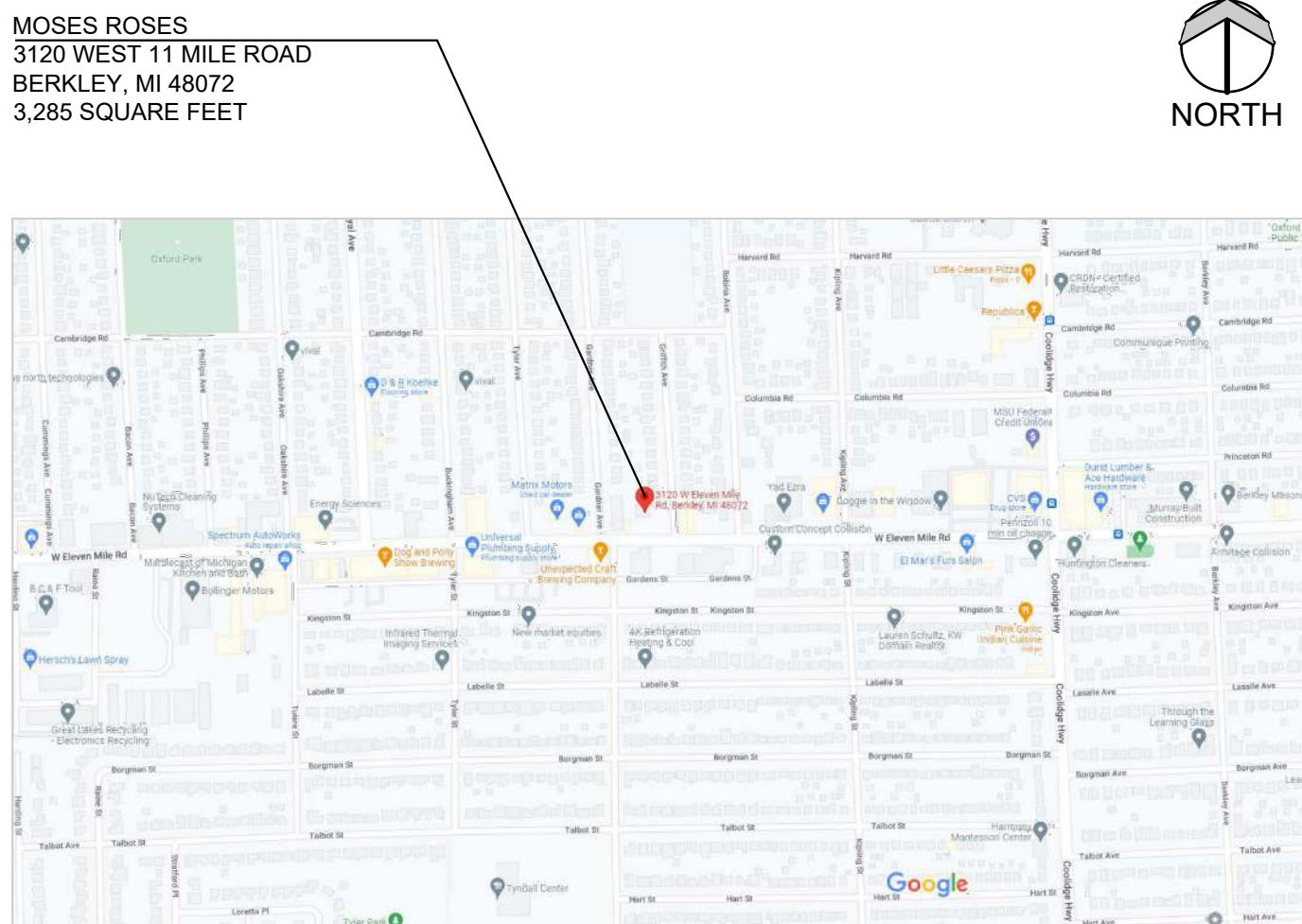
## SYMBOLS

	DOOR TAG		MATERIAL CHANGE DESIGNATION		ROOM NAME
	FINISH TAG		EQUIPMENT TYPE DESIGNATION		ROOM TAG
	COLUMN TAG		MILLWORK / CASEWORK TAG		CEILING TAG
	REVISION TAG				ELEVATION TAG
	KEYNOTE TAG				PARTITION TYPE
	FIXTURE TAG				
	DETAIL NUMBER		AREA DETAILED		
	ELEVATION		SECTION		SECTION DETAIL
	PLAN DETAIL		REVISION CLOUD		

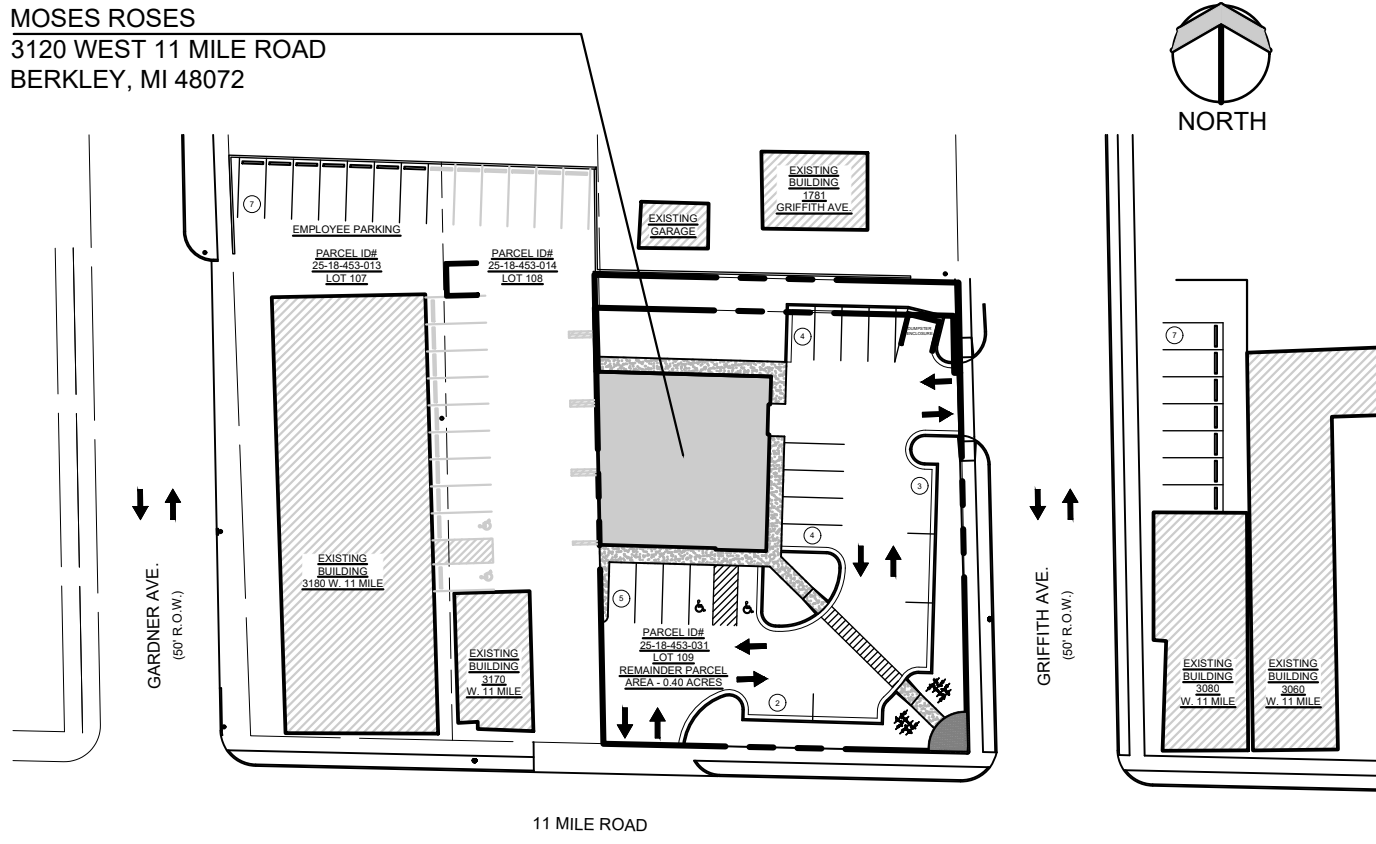
## PROJECT DIRECTORY

TENANT:	TENANT'S DESIGN CONSULT:	STRUCTURAL ENGINEER:
MOSES ROSES VENTURES, LLC 400 MONROE, SUITE 480 DETROIT, MICHIGAN 48226 TEL:	TYLER RINK DESIGN LLC 15311 WOOD HOW LN NORTHPORT, MI 49670 TEL: 641.563.2458	ROBERT DARAVAS ASSOCIATES 440 SOUTH MAIN STREET ANN ARBOR, MI 48104
CONTACT: TITLE: EMAIL:	CONTACT: TYLER RINK TYLER@TYLERRINK.DESIGN	CONTACT: BRAD CUTTER 734-761-8713 BCUTTER@ROBERTDARAVAS.COM
TENANT'S ARCHITECT:	M.E.P. ENGINEER:	CIVIL ENGINEER:
KEN NISCH, AIA 29110 INKSTER RD SUITE 200 SOUTHFIELD, MI 48034	SELLINGER ASSOCIATES, INC. 19821 FARMINGTON ROAD LIVONIA, MI 48152	GIFFELS WEBSTER 1025 E. MAPLE, SUITE 100 BIRMINGHAM, MI 48009 TEL: 248-852-3100
CONTACT: ANGELA HILL 248-663-1675 ABIANCO@JGA.COM	CONTACT: STEVEN J. BENASKE, PE 248-482-0045 SBENASK@SELLINGERINC.COM	CONTACT: JOSEPH K. ANDERSON 248-852-3100 JANDERSON@GIFFELASWEBSTER.COM

## LOCATION MAP



## KEY MAP



## PROJECT CODE ANALYSIS

THESE PLANS COMPLY WITH THE PROVISION OF TITLE III OF THE "AMERICANS WITH DISABILITIES ACT" (ADA) PUBLIC LAW 101-336, FOR HANDICAPPED ACCESSIBILITY FOR CUSTOMER AND EMPLOYEES.

ALL WORK DONE UNDER THIS CONTRACT SHALL COMPLY WITH THE PROVISIONS OF THE SPECIFICATIONS, DRAWINGS & CONSTRUCTION CRITERIA OF THE LANDLORD, AND SHALL SATISFY ALL APPLICABLE CODES, ORDINANCES, AND REGULATIONS OF ALL GOVERNING BODIES INVOLVED. ANY MODIFICATIONS TO THE CONTRACT WORK REQUIRED BY SUCH AUTHORITIES SHALL BE PERFORMED BY THE GENERAL CONTRACTOR. ALL PERMITS AND LICENSES NECESSARY FOR THE EXECUTION OF THE WORK SHALL BE SECURED AND PAID FOR BY THE GENERAL CONTRACTOR.

THESE PLANS ARE IN CONFORMANCE WITH THE FOLLOWING CODES:

BUILDING:	2015 MICHIGAN REHABILITATION CODE FOR EXISTING BUILDINGS
PLUMBING:	CITY OF BERKLEY ZONING ORDINANCE
MECHANICAL:	2015 MICHIGAN PLUMBING CODE
ACCESSIBILITY:	2015 MICHIGAN MECHANICAL CODE
ELECTRICAL:	MICHIGAN BARRIER FREE DESIGN LAW, P. A. 1966 AS AMENDED AND THE 2009 ICC/ANSI A117.1 STANDARD AS REFERENCED FROM CHAPTER 11 OF THE 2015 MICHIGAN BUILDING CODE
ENERGY CODE:	2017 MICHIGAN ELECTRIC & NEC 2017 WITH PART 8 CODE RULES
FIRE SAFETY CODE:	2015 INTERNATIONAL FUEL GAS CODE
USE GROUP:	2015 FIRE CODE, NFPA 13-2007, NFPA 72-2007
CONSTRUCTION TYPE:	M - MERCANTILE (SECTION 309) MARIJUANA RETAIL/ PROVISIONING FACILITY
COMPLIANCE METHOD:	IIIB PER SECTION 602.2; TABLE 601 UNPROTECTED COMBUSTIBLE WALL CONSTRUCTION NON-SPRINKLED

NOTE: THE DEVELOPER WILL BE REQUIRED TO PREPARE AND ENTER INTO A PERPETUITY MAINTENANCE AGREEMENT WITH THE CITY FOR THE PROPOSED PRIVATE STORMWATER SYSTEMS. THE APPLICANT MUST CONTACT THE CITY DPW REGARDING THESE ITEMS PRIOR TO COMMENCING CONSTRUCTION.

## AREA CALCULATIONS

GROSS SQUARE FOOTAGE	
SALES AREA:	614
RECEPTION AREA:	375
BACK OF HOUSE AND TOILET ROOMS:	1,317
TENANT SPACE (BERKLEY AUTO CENTER):	590
VOID/ UNCONDITIONED SPACE:	389
TOTAL:	3,285

OCCUPANT LOAD (PER SECTION 1004.1.2):

SINGLE-LEVEL TENANT OCCUPIED SPACE	
SALES AREA (MERCANTILE):	614 SF 1/60 SF PER PERSON = 11 PEOPLE
RECEPTION AREA (ASSEMBLY):	375 SF 1/15 SF PER PERSON = 25 PEOPLE
BACK OF HOUSE AND TOILET ROOMS (MERCANTILE):	1,317 SF 1/300 SF PER PERSON = 5 PEOPLE
TENANT SPACE (BERKLEY AUTO CENTER) (B)	590 SF 1/150 SF PER PERSON = 4 PEOPLE

TOTAL OCCUPANT LOAD: = 45 PEOPLE

EXIT REQUIREMENTS: (PER 1006.2.1):  
NUMBER OF EXITS REQUIRED: 1  
(1) EXITS FOR OCCUPANT LOAD OF 1 - 49

MAX TRAVEL DISTANCE 75' FOR NON-SPRINKLED

EXIT WIDTH REQ'D. FOR TENANT SPACE (PER 1005.3.2):  
0.2 X 45 (OCCUPANT LOAD) = 9"

PROVIDED:  
36" EXIT WIDTH

aisle width req'd. (per 1018.3, table 1020.2)  
min. aisle access way req'd in group M (per 1018.4):

44" MIN. W/ GREATER THAN 50 OCCUPANCY  
30" MIN. ON AT LEAST 1 SIDE OF EACH DISPLAY CASE

MINIMUM PLUMBING FIXTURE REQUIREMENTS (PER TABLE 403.1 - 2015 MI PLUMBING CODE)											
OCCUPANCY	USE	OCC. LOAD	WATER CLOSETS		LAVATORIES		DRINKING FOUNTAIN		SERVICE SINK REQUIRED		
			REQUIRED RATIO	REQUIRED PROVIDED	REQUIRED RATIO	REQUIRED PROVIDED	REQUIRED RATIO	REQUIRED PROVIDED	REQUIRED RATIO	REQUIRED PROVIDED	
MERCH. (SALES AREA)	12.0		1/500 OCCUPANTS TOTAL FOR MALE AND FEMALE	0.02	1/750 OCCUPANTS TOTAL FOR MALE & FEMALE	.016	1/1000 OCCUPANTS	.012	1 SERVICE SINK (D)		
ASSEMBLY (RECEPT.)	27.00		1/25 OCCUPANTS FOR FIRST 50 AND 1/50 FOR THOSE EXCEEDING 50	1.08	1/40 OCCUPANTS FOR FIRST 80 AND 1/80 FOR THOSE EXCEEDING 80	.68	1/100 OCCUPANTS FOR MALE AND FEMALE	.27	N/A	1	1
STORAGE	7		1/100 OCCUPANTS FOR MALE AND FEMALE	.07	1/100 OCCUPANTS FOR MALE AND FEMALE	.07	1/100 OCCUPANTS FOR MALE AND FEMALE	.07	N/A		
GRAND TOTAL			1.17	2	.77	2	.46	1		(1)(1)	(1)(1)

FOOTNOTES:  
(A) DRINKING FOUNTAIN SHALL MEET ADA ACCESSIBILITY STANDARDS; ONE STANDING HEIGHT AND ONE FOR SEATED USED.  
(B) UP TO 1/2 OF REQUIRED MALE WATER CLOSETS CAN BE REPLACED WITH URINALS.  
(C) FOR ALL OCCUPANCIES COMBINED.  
(D) FOR BUSINESS AND MERCANTILE OCCUPANCIES WITH AN OCCUPANT LOAD OF 15 OR FEWER, SERVICE SINKS SHALL NOT BE REQUIRED.  
(E) IN OTHER OCCUPANCIES WHERE DRINKING FOUNTAINS ARE REQUIRED, WATER DISPENSERS SHALL BE PERMITTED TO BE SUBSTITUTED FOR NOT MORE THAN 50 PERCENT OF THE REQUIRED NUMBER OF DRINKING FOUNTAINS.

## PROJECT DRAWING LIST

ARCHITECTURAL		REV	DATE	08.26.2022	SITE PLAN REVIEW									
DRAWING #	DRAWING NAME													
A-0.0	COVER SHEET													
A-0.1	SITE PLAN PAKRING													
A-0.2	SITE PHOTOMETRICS													
F-1.1	FIXTURE FLOOR PLAN													
A-1.2	ROOF PLAN													
A-2.1	REFLECTED CEILING & LIGHTING PLAN													
A-3.1	EXTERIOR RENDERINGS													
A-3.2	EXTERIOR RENDERINGS													
A-4.1	FRONT EXTERIOR ELEVATIONS													
A-4.2	SIDE EXTERIOR ELEVATIONS													
A-4.3	REAR EXTERIOR ELEVATIONS													
CIVIL														
C-200	BOUNDARY AND TOPOGRAPHIC SURVEY													
C-300	DEMOLITION PLAN													
C-600	GRADING AND PAVING PLAN													
C-700	UTILITY PLAN													
C-720	UTILITY CALCULATIONS AND DETAILS													
L-100	LANDSCAPE PLAN													
L-200	LANDSCAPE DETAILS													

KEN NISCH, AIA

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Certification:

I HEREBY CERTIFY THAT THESE PLANS  
WERE PREPARED BY ME AND OR UNDER  
MY SUPERVISION AND TO THE BEST OF MY  
KNOWLEDGE THEY CONFORM TO CODES  
AND ORDINANCES OF THE MUNICIPALITY



ARCHITECTURAL REG. NO. 1301029210  
EXPIRATION DATE 07/31/2023  
TODAY'S DATE 08/26/2022

Consultants:



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MOSES ROSES

3120 W 11 MILE ROAD  
BERKLEY, MICHIGAN 48072  
± 3,285 SQUARE FEET

REVISION:

DRAWINGS ISSUED FOR:  
08.26.2022 SITE PLAN SUBMITTAL  
09.12.2022 SITE PLAN RESUBMITTAL

ARCH PROJECT NO.: 1-222-040

KN PROJECT NO.: N/A

DRAWN BY: PB

CHECKED BY: AH, KD

APPROVED BY: KN

SCALE: AS NOTED

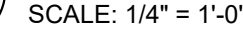
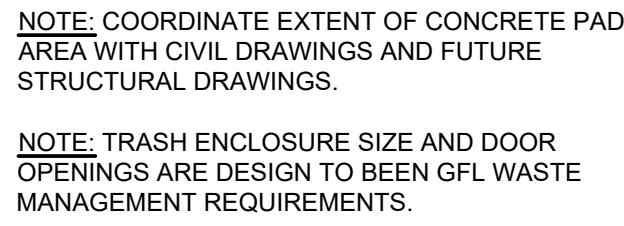
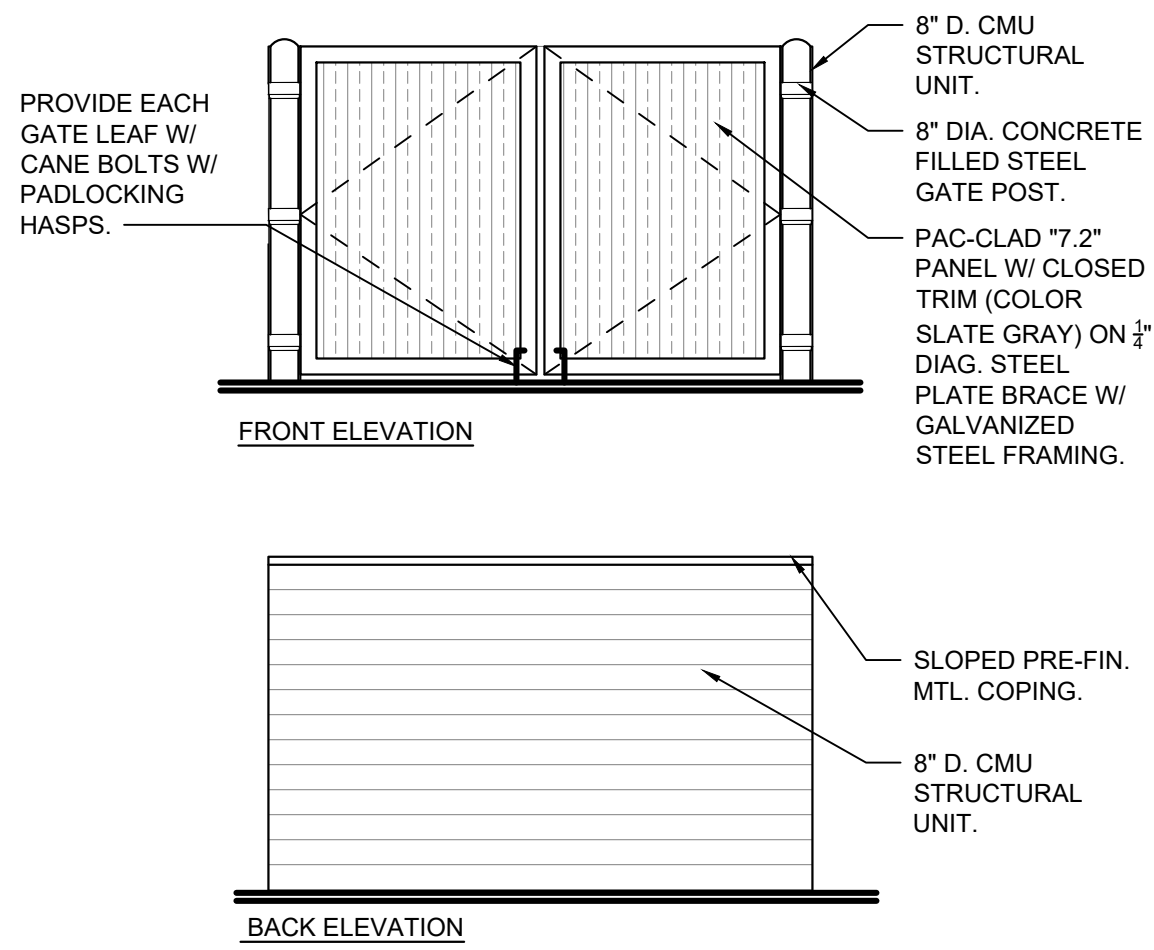
SHEET TITLE:

COVER SHEET

SHEET NO.

A-0.0







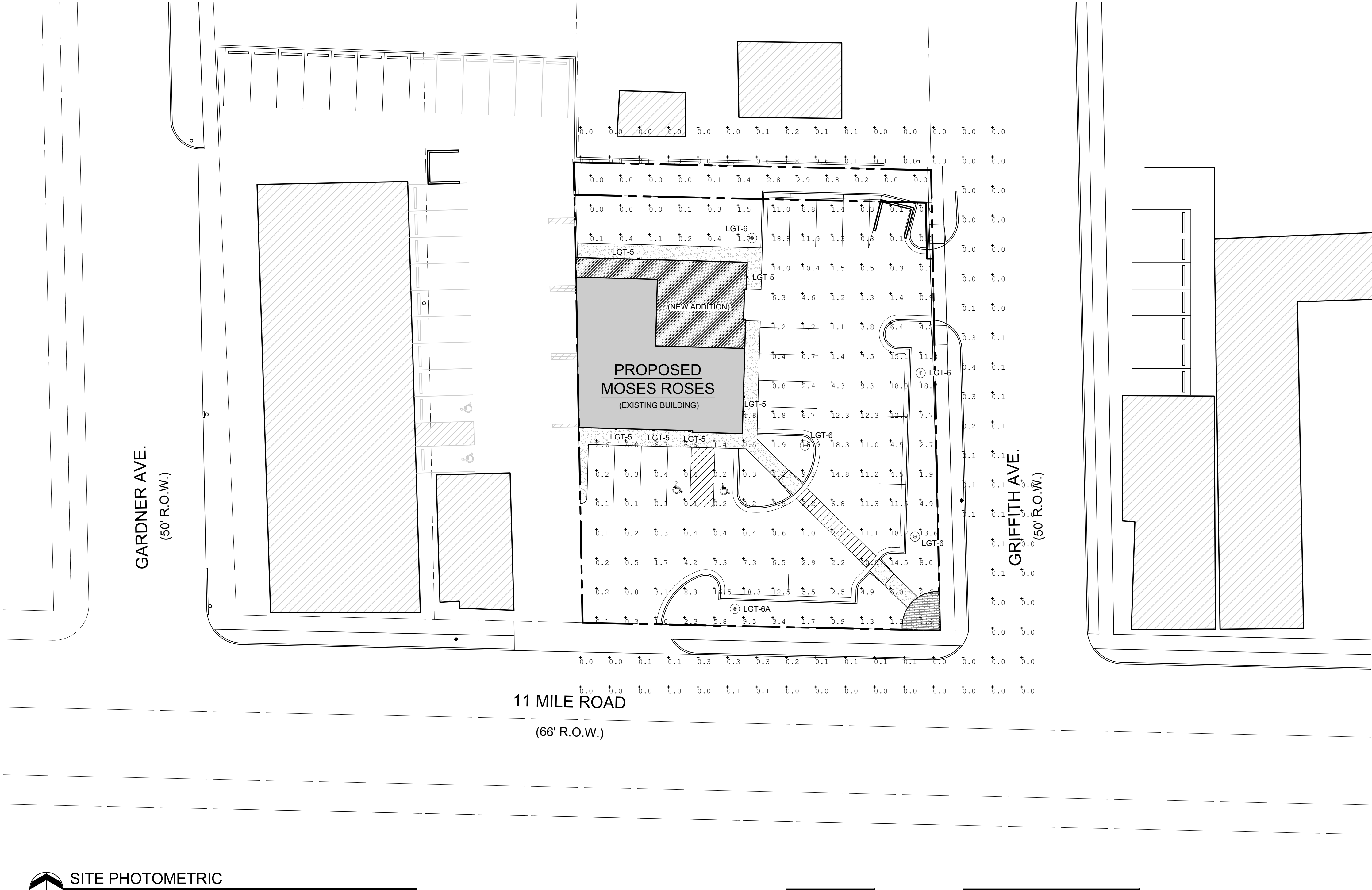
LIGHTING FIXTURE SCHEDULE									
TYPE	SYMBOL	MANUFACTURER	CATALOG NUMBER / INFORMATION	DESCRIPTION	TRIM & HSNQ.	WATTS	VOLTS	LAMP TYPE	REMARKS
LGT-6		LITHONIA LIGHTING	DSX2 LED P1 40K TFTM MVOLT HS	LED POST TOP LIGHT D SERIES SIZE 2 AREA LUMINAIRE	BLACVK	140W	120V	LED	POLE HEIGHT AT 10' AFF
LGT-6A		LITHONIA LIGHTING	DSX2 LED P1 40K T3M MVOLT HS	LED POST TOP LIGHT D SERIES SIZE 2 AREA LUMINAIRE	BLACK	140W	120V	LED	POLE HEIGHT AT 10' AFF
LGT-5		LIGHTOLOGY	CER880149	CALX OUTDOOR DOWNLIGHT WALL SCONCE, 2700K	MATTE GREY	14W	120V	LED	MOUNTED ON STOREFRONT @ 7'-6 1/2"
NOTE: THE CONTRACTOR IS RESPONSIBLE TO VERIFY WITH LOCAL CODES AND ORDINANCES THE USE OF THERMALLY PROTECTED LIGHTING FIXTURES. ALSO, RECESSED FIXTURES SHALL COMPLY WITH ARTICLES #410-64, #410-68, AND #410-73 OF THE NATIONAL ELECTRICAL CODE REGARDING TEMPERATURE, CLEARANCE, CONSTRUCTION AND INSTALLATION.									



LGT-5

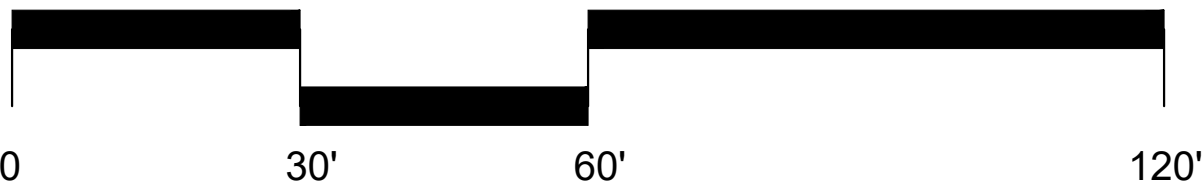


LGT-6 & LGT-6A



SITE PHOTOMETRIC

SCALE: 1" = 20'-0"

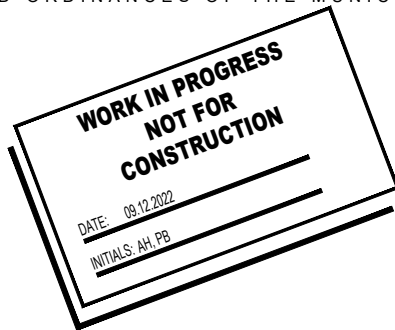


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ARCHITECTURAL REG. 1301029210  
EXPIRATION DATE 07/01/2023  
TODAY'S DATE XX.XX.XXX

Consultants:



BRANDED ENVIRONMENTS

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MOSES ROSES

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± 3,285 SQUARE FEET

REVISION:


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09.12.2022 SITE PLAN RESUBMITTAL


ARCH PROJECT NO.: 1-222-040  
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DRAWN BY: PB  
CHECKED BY: AH, KD  
APPROVED BY: KN  
SCALE: AS NOTED

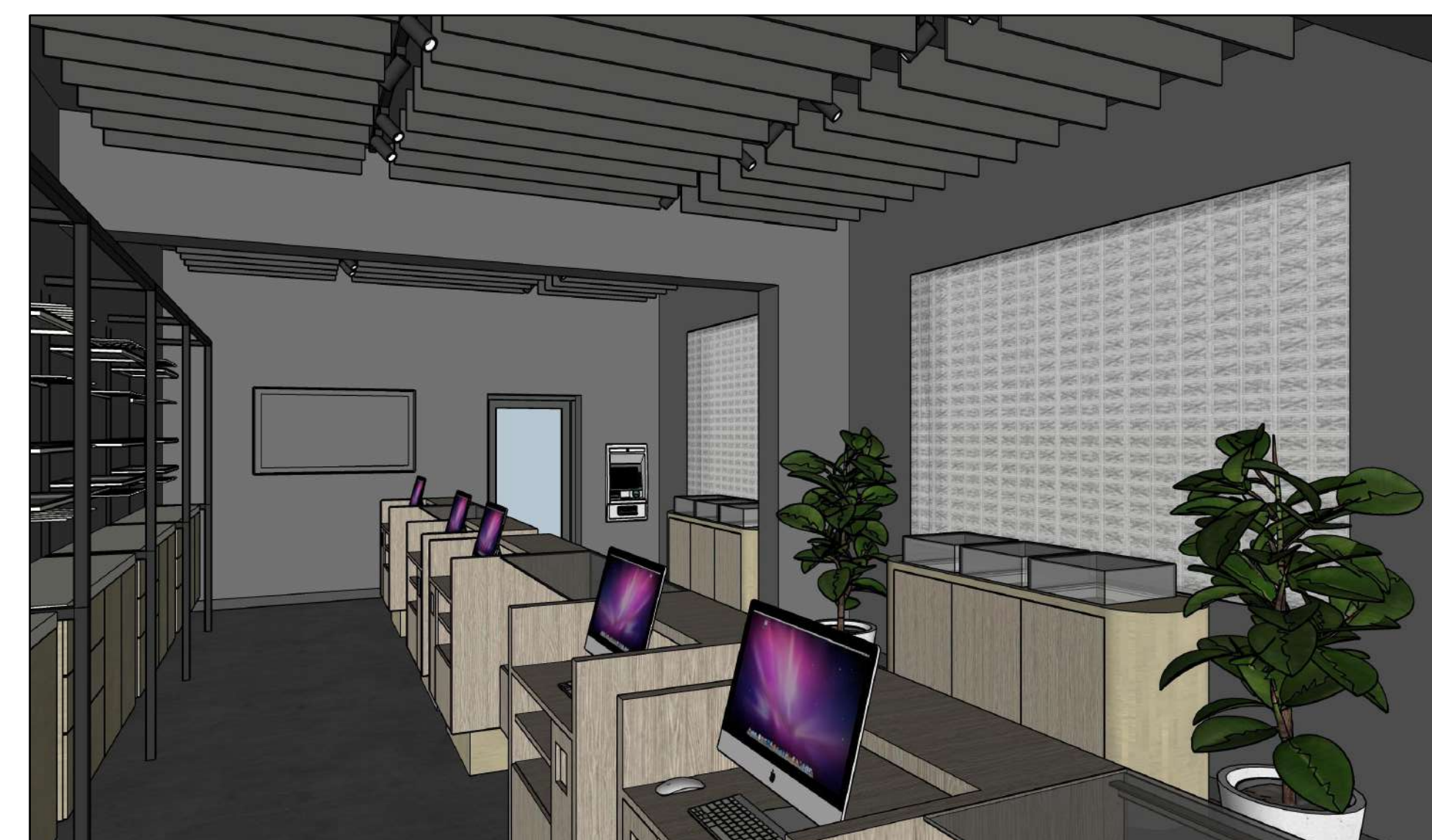
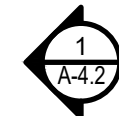
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SITE PLAN  
PHOTOMETRIC

SHEET NO:

A-0.2

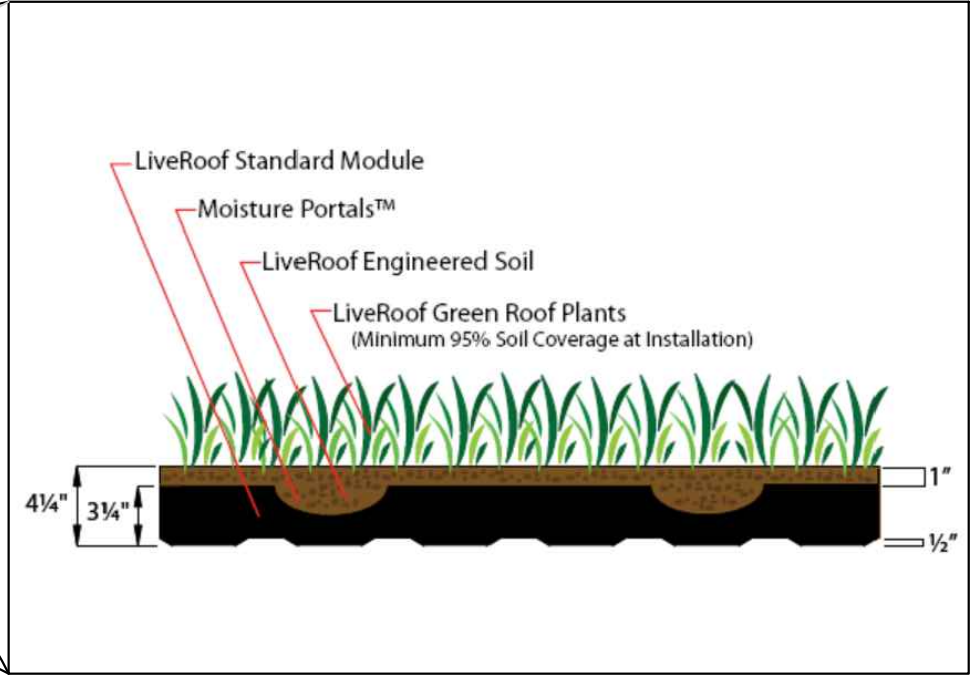
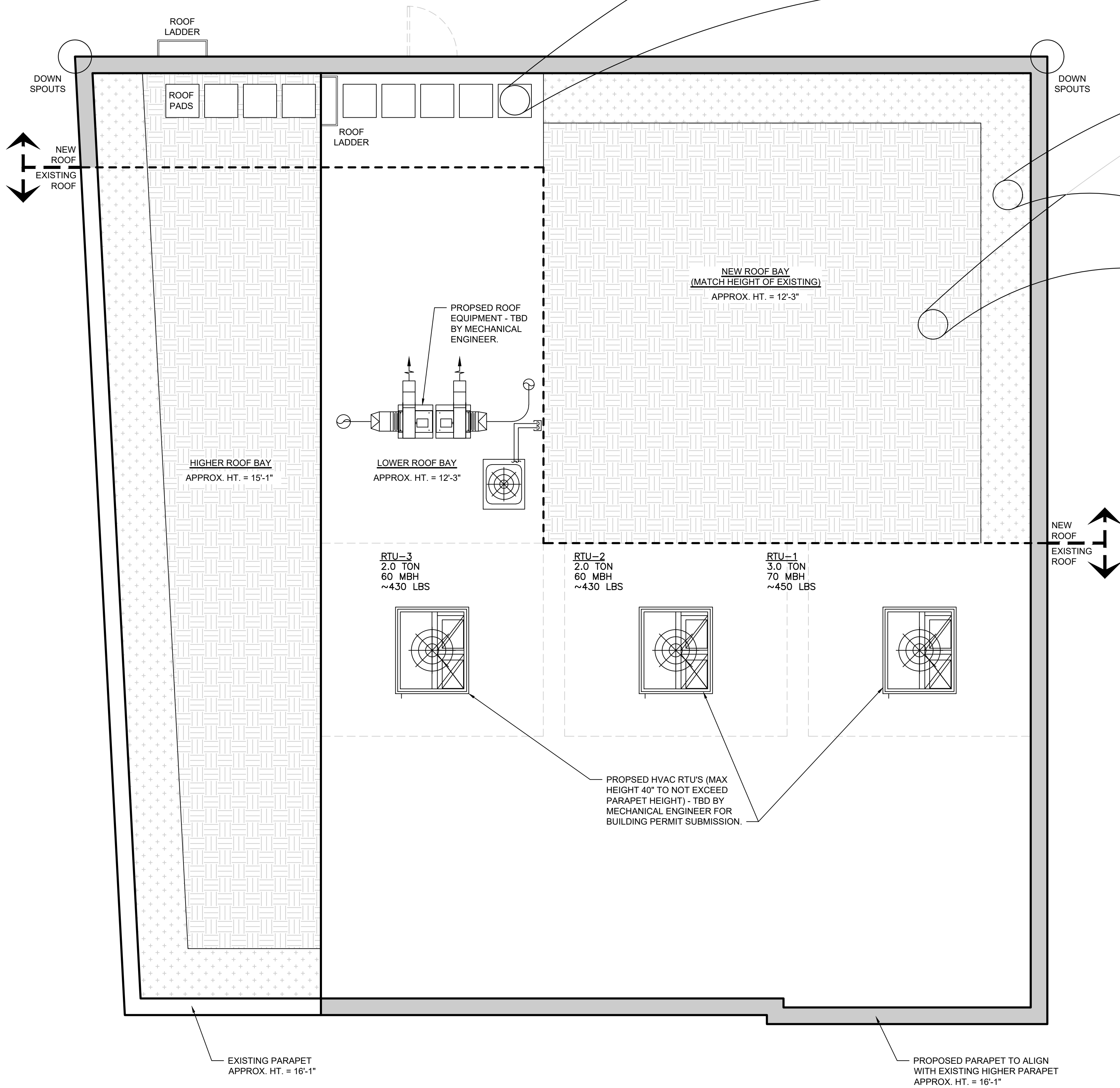




T NO. **F-1.1**







#### ROOF LEGEND:

ROOF AREA: 3,298 SF

GREEN ROOF AREA:  
HIGHER BAY - 685 SF  
NEW ROOF BAY - 829 SF

TOTAL SF OF GREEN ROOF: 1,514 SF  
46% OF ROOF AREA

- PREMIUM MISED LOW GROWING PLANTS
- MIXED LOW GROWING PLANTS

NOTE: REFER TO SHEET L200 FOR DETAILS AND SUGGESTED PLANTINGS.

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ARCHITECTURAL REG. 1301029210  
EXPIRATION DATE 07/31/2023  
TODAY'S DATE: XX XX XX

Consultants:



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CHECKED BY: AH, KD  
APPROVED BY: KN  
SCALE: AS NOTED

SHEET TITLE:

ROOF PLAN

SHEET NO.

A-1.2







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KNOWLEDGE THEY CONFORM TO CODES  
AND ORDINANCES OF THE MUNICIPALITY



ARCHITECTURAL REG. 1301029210  
EXPIRATION DATE 07.01.2023  
TODAY'S DATE XX XX XX

Consultants:



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SUITE 200  
SOUTHFIELD, MI 48034  
248-355-0890  
248-355-0895 FAX  
WWW.JGA.COM

MOSES ROSES

3120 W 11 MILE ROAD  
BERKLEY, MICHIGAN 48072  
± 3,285 SQUARE FEET

REVISION:


DRAWINGS ISSUED FOR:  
08.26.2022 SITE PLAN SUBMITTAL  
09.12.2022 SITE PLAN RESUBMITTAL


ARCH PROJECT NO.: 1-222-040  
KN PROJECT NO.: N/A  
DRAWN BY: PB  
CHECKED BY: AH, KD  
APPROVED BY: KN  
SCALE: AS NOTED

SHEET TITLE:

EXTERIOR RENDERINGS

SHEET NO:

A-3.1





KEN NISCH, AIA

29110 INKSTER ROAD  
SUITE 200  
SOUTHFIELD, MI 48034  
248-355-0890  
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CHECKED BY: AH, KD  
APPROVED BY: KN  
SCALE: AS NOTED

SHEET TITLE:

EXTERIOR RENDERINGS

SHEET NO.

A-3.2





SHERWIN WILLIAMS  
SW7003 TOQUE WHITE



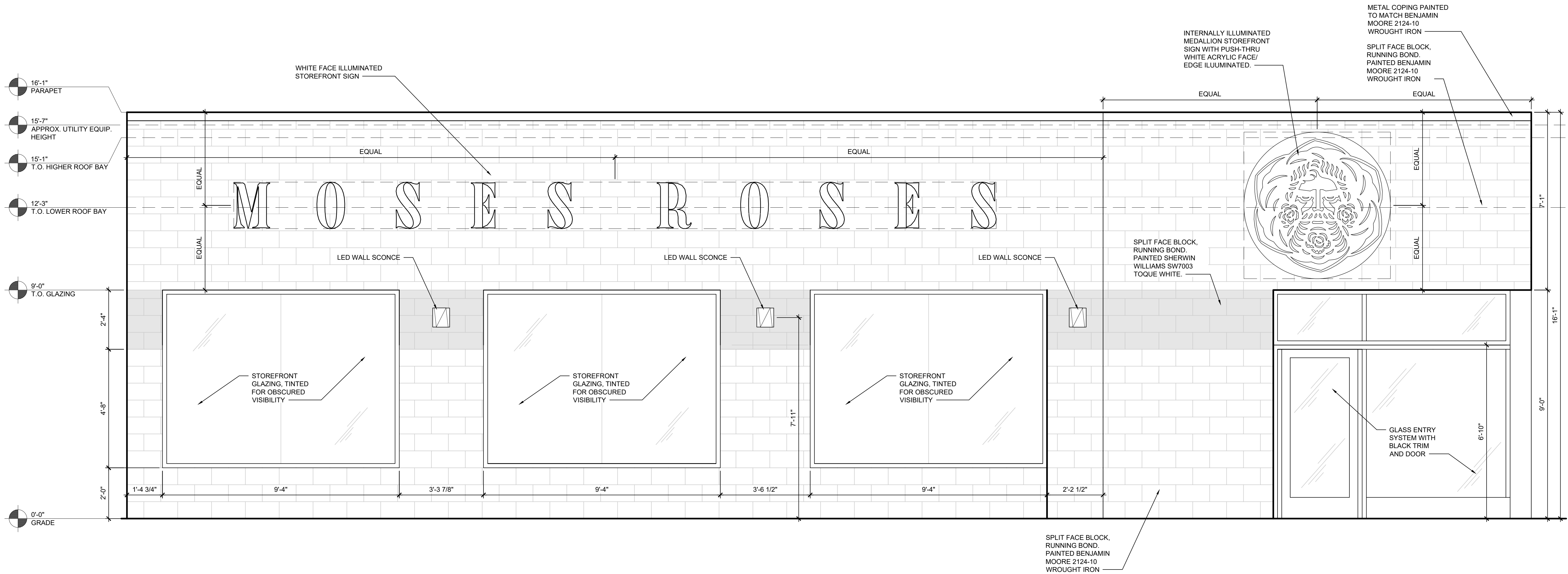
BENJAMIN MOORE  
2124-10 WROUGHT IRON

**PROPOSED STOREFRONT GLAZING**

- BUILDING ELEVATION SQUARE FOOTAGE ON 11 MILE FRONTAGE = 885.5 S.F.  
- REQUIRED STOREFRONT GLAZING SHALL BE 20 - 60% (177.1 S.F. - 531.3 S.F.)  
- STOREFRONT GLAZING PROVIDED = 287.5 S.F.

### PROPOSED SIGNAGE

- |  |         |
|--|---------|
| - WHITE FACED TEXT SIGNAGE =                   | 55 S.F. |
| - MEDALLION SIGN =                             | 33 S.F. |
| - TOTAL SIGNAGE (MAX 100 S.F. PER ORDINANCE) = | 88 S.F. |



1 FRONT ELEVATION  
A-4.1 SCALE: 1/2" = 1'-0"

SCALE: 1/2" = 1'-0"

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**WORK IN PROGRESS  
NOT FOR  
INSTRUCTION**

DATE: 08/12/2022  
NOTALS: 48 PS

ARCHITECTURAL REG ..... 1301029210  
EXPIRATION DATE ..... 07.01.2023  
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# MOSES ROSES

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BERKLEY, MICHIGAN 48072  
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08.26.2022	SITE PLAN SUBMITTAL
09.12.2022	SITE PLAN RESUBMITTA

ARCH PROJECT NO.:	1-222-040
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CHECKED BY:	AH, KD
APPROVED BY:	KN
SCALE:	AS NOTED

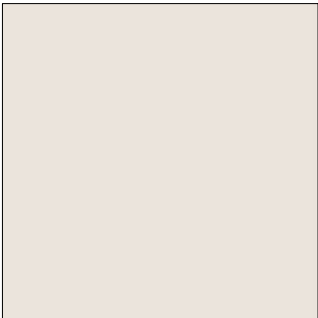
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FRONT  
EXTERIOR ELEVATION

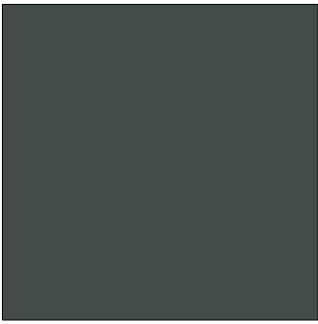
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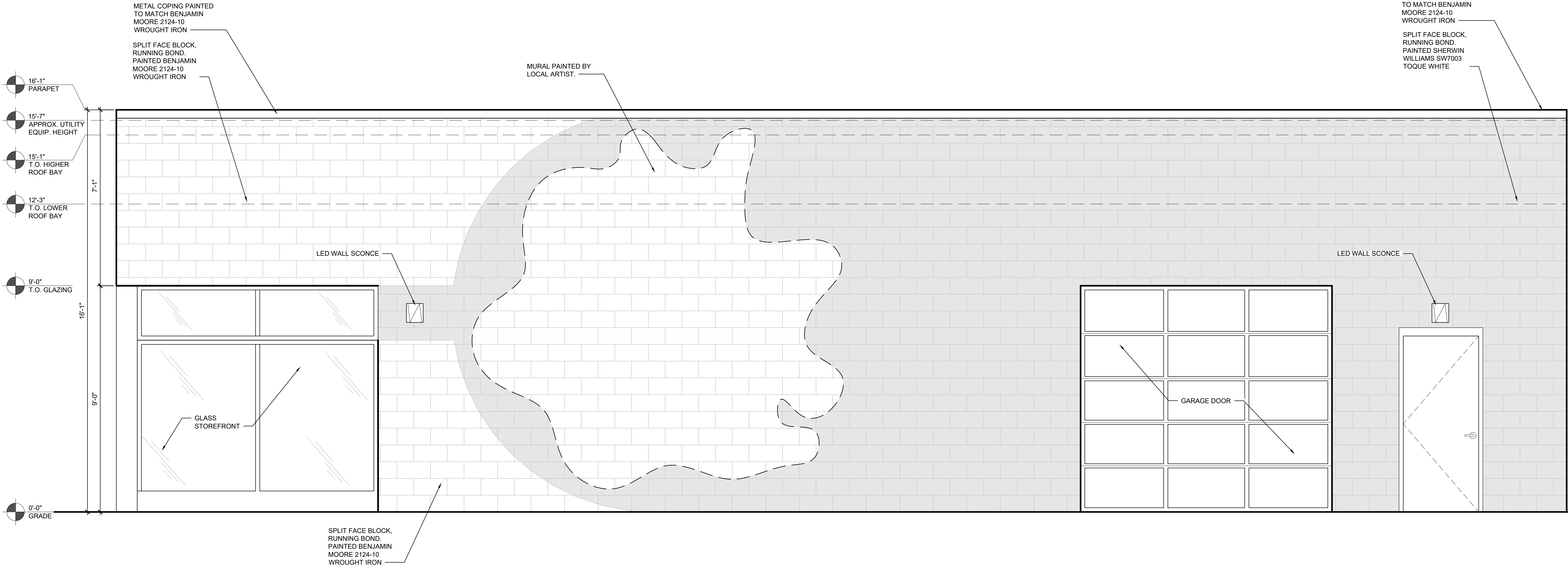




SHERWIN WILLIAMS  
SW7003 TOQUE WHITE



BENJAMIN MOORE  
2124-10 WROUGHT IRON



1 SIDE ELEVATION  
A-4.2 SCALE: 1/2" = 1'-0"

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MOSES ROSES

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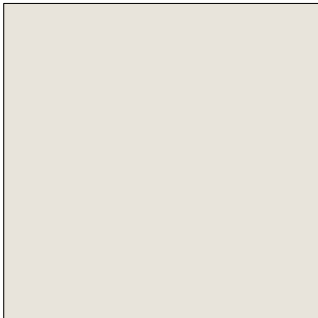

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APPROVED BY: KN  
SCALE: AS NOTED

SHEET TITLE:

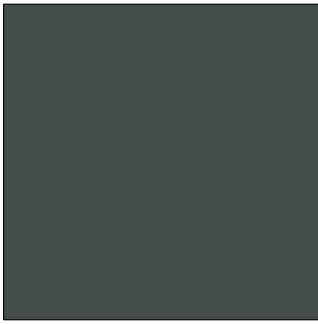
SIDE  
EXTERIOR ELEVATION

SHEET NO:

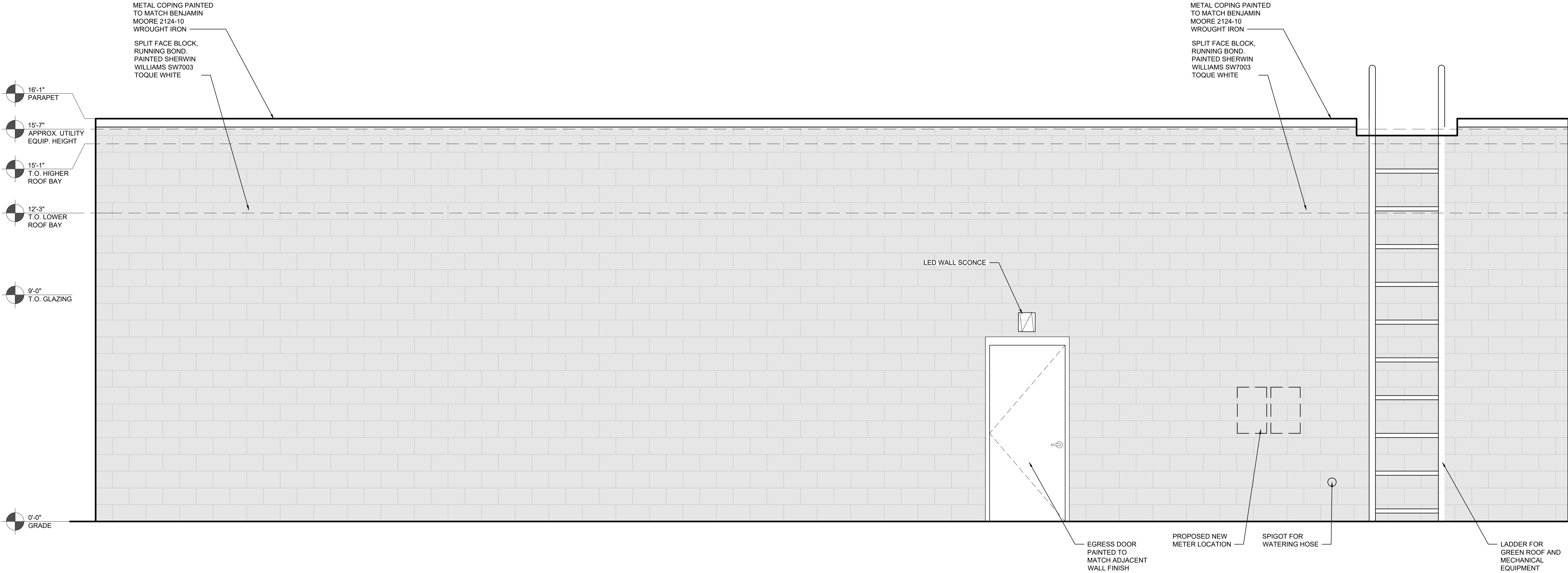
A-4.2



SHERWIN WILLIAMS  
SW7003 TOQUE WHITE



BENJAMIN MOORE  
2124-10 WROUGHT IRON



1 REAR ELEVATION  
A-4.3 SCALE: 1/2" = 1'-0"



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MOSES ROSES

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DRAWN BY: PB  
CHECKED BY: AH, KD  
APPROVED BY: KN  
SCALE: AS NOTED

SHEET TITLE:

REAR  
EXTERIOR ELEVATION

SHEET NO:

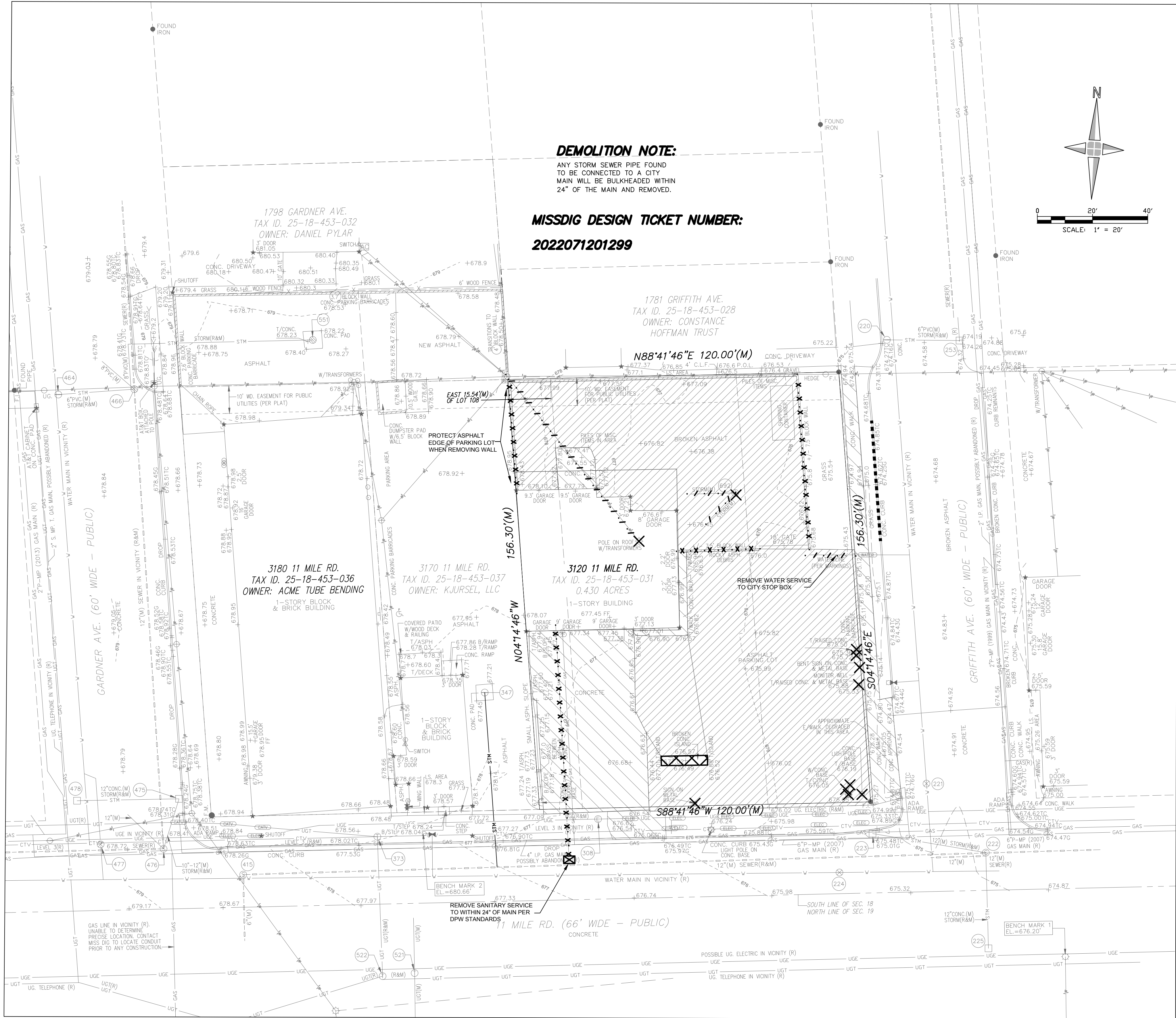
A-4.3







H:\2020\2020\20281\_00 Moses Roses Berkley\Design\CAD\SITE PLAN\300 DEMO PLAN\MOSES ROSES SP.dwg



### CONSTRUCTION SCHEDULE:

- |                                      |                               |
|--------------------------------------|-------------------------------|
| 1. PRECONSTRUCTION:                  | NOVEMBER 1-9, 2022            |
| 2. MOBILIZATION:                     | NOVEMBER 10-14, 2022          |
| 3. SOIL EROSION MEASURES:            | NOVEMBER 15-16, 2022          |
| 4. SITE GRADING / STORM SYSTEM:      | NOVEMBER 17-29, 2022          |
| 5. BUILDING FOOTINGS:                | DECEMBER 1-13, 2022           |
| 6. R.O.W. WORK (UTILITIES & DRIVES): | DECEMBER 14-21, 2022          |
| 7. BUILDING INTERIOR WORK:           | JANUARY 1 - FEBRUARY 27, 2022 |
| 8. EXTERIOR BUILDING WORK:           | MARCH 1-21, 2022              |
| 9. SITE LANDSCAPE:                   | MARCH 22 - APRIL 7, 2022      |
| 10. SITE CLOSEOUT:                   | APRIL 7-14, 2022              |

### DEMOLITION LEGEND:

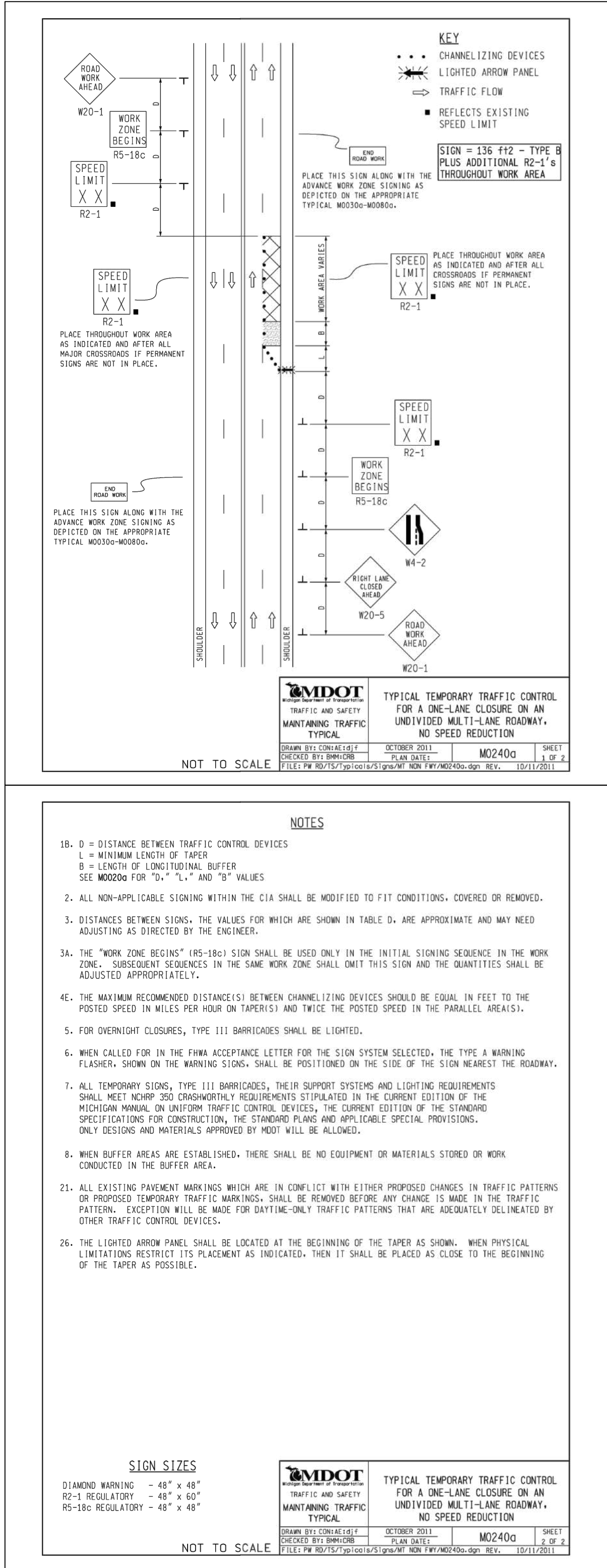
- |                   |                          |
|-------------------|--------------------------|
| X                 | REMOVE OBJECT            |
| · X · X · X · X · | REMOVE WALL / FENCE      |
| · · · · ·         | ABANDON / REMOVE UTILITY |
| ■                 | CUT AND BULKHEAD UTILITY |
| ---               | REMOVE EXISTING CURB     |
| XXXXXX            | REMOVE STRUCTURE         |
|                   | REMOVE ASPHALT PAVEMENT  |
|                   | REMOVE CONCRETE SURFACE  |

### ROW WORK NOTES:

- CALL INSPECTOR OR PERMIT SUPERVISOR BEFORE BEGINNING ANY WORK IN ROW.
- PROPER SIGNING IS REQUIRED BEFORE ANY WORK IN THE ROW IS STARTED.
- LANE CLOSURES ARE RESTRICTED TO 9-3 MONDAY THRU FRIDAY.
- MAINTAIN TWO-WAY TRAFFIC AT ALL TIMES.
- A FLAG PERSON IS REQUIRED FOR TEMPORARY ONE LANE ROADS.
- UTILITIES WITHIN THE INFLUENCE OF THE ROADBED SHALL HAVE MDOT CLASS II SAND, COMPACTED TO 95% MAX. UNIT DENSITY.
- HAND DIG AROUND ALL UTILITY CROSSINGS.
- FULL DEPTH SAWCUT CONCRETE PAVEMENT, WITH LOCATION / WIDTH AS DIRECTED BY CITY INSPECTOR.
- REPLACE 11 MILE ROAD CONCRETE PER CITY STANDARDS / AS DIRECTED BY CITY INSPECTOR

## TRAFFIC CONTROL NOTES FOR WORK IN ROW

- PRIOR TO START OF CONSTRUCTION, THE GENERAL CONTRACTOR PERFORMING THE WORK WILL PREPARE A TRAFFIC CONTROL PLAN AND SEQUENCE OF CONSTRUCTION FOR REVIEW/APPROVAL BY THE CITY OF BERKLEY DPW. ALL WORK WILL BE PERMITTED BY THE CITY OF BERKLEY.
- A QUALIFIED CONTRACTOR WILL PROVIDE ALL SIGNS & CONES FOR LANE CLOSURES AND REDIRECTS. THE WORK FOR NEW CURB, STORM SEWER TIE-IN WILL BE PERFORMED SIMULTANEOUSLY TO MINIMIZE DISRUPTION, AND WILL BE COMPLETED WITHIN A THREE-WEEK WINDOW. THE CREWS WILL PUT THE CONES BACK TO FREE UP THE LANES ON NIGHTS AND WEEKENDS.
- CONTRACTOR TO UTILIZE MDOT TEMPORARY TRAFFIC CONTROL PROCEDURES FOR A ONE-LANE CLOSURE ON AN UNDIVIDED MULTI-LANE ROADWAY FOR THE NORTHERLY WESTBOUND LANE ON WEST 11 MILE ROAD PER DRAWING M0240A IN THE MDOT STANDARDS.



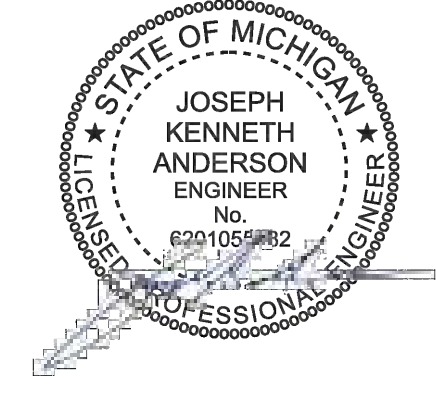
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Designer: JKA  
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Section: 18  
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811

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Developed For:

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SUITE 200  
SOUTHFIELD, MI 48034  
  
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### DEMOLITION PLAN

MOSES ROSES

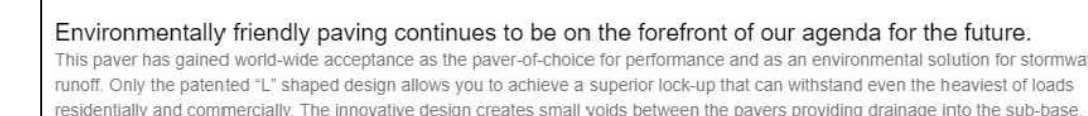
CITY OF BERKLEY  
OAKLAND COUNTY  
MICHIGAN

Date: 08.19.2022  
Scale: 1" = 20'  
Sheet: C-300  
Project: 20281.00

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A circular professional engineer seal for the State of Michigan. The outer ring contains the text "STATE OF MICHIGAN" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The center of the seal contains the name "JOSEPH KENNETH ANDERSON", the title "ENGINEER", and the license number "No. 620105-82". The seal is stamped over a document with a grid pattern.

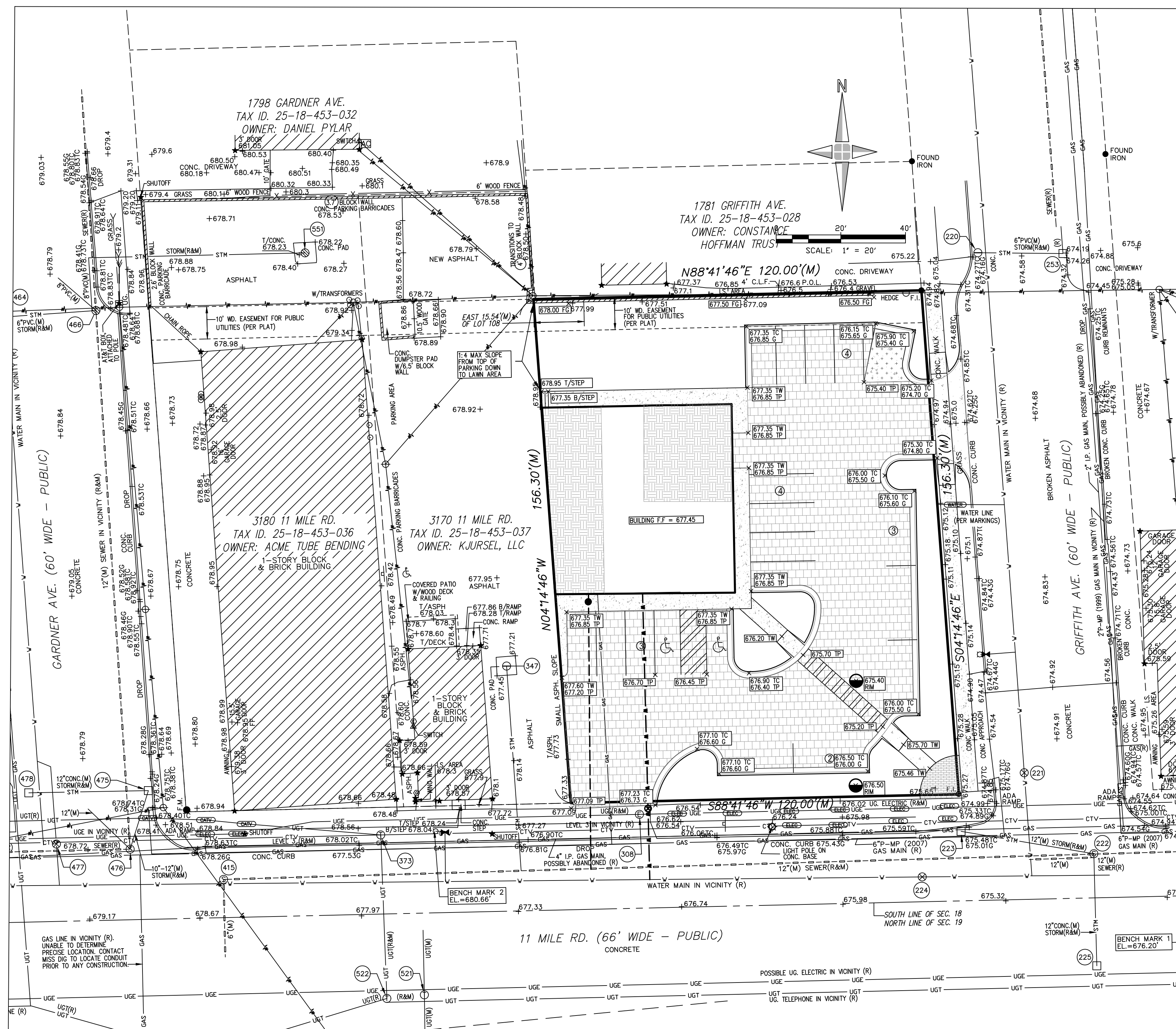
[illegible]

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248-340-9400

MOSES ROSES

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Scale:	1" = 20'
Sheet:	C-600
Project:	20281.00

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PR PERMEABLE PAVERS (PICP)

PR 8" CONCRETE PAVEMENT

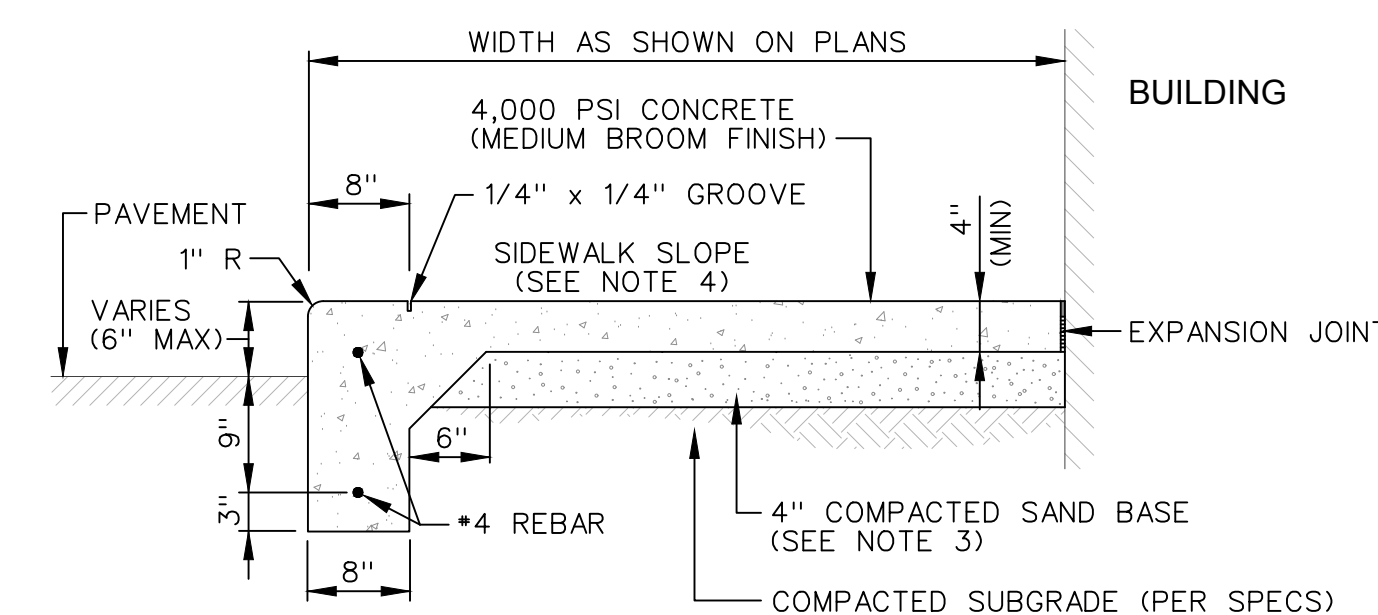
PR 6" CONCRETE PAVEMENT

PR 4" CONCRETE PAVEMENT

3. RAMPS: CROSS SLOPES SHALL NOT EXCEED 2% AND LONGITUDINAL SLOPES SHALL NOT EXCEED 8.3%.

PR TOP OF WALK GRADE  
PR TOP OF PAVEMENT GRADE  
PR TOP OF CURB GRADE  
PR GUTTER GRADE  
PR FINISH GRADE

NOT TO SCALE

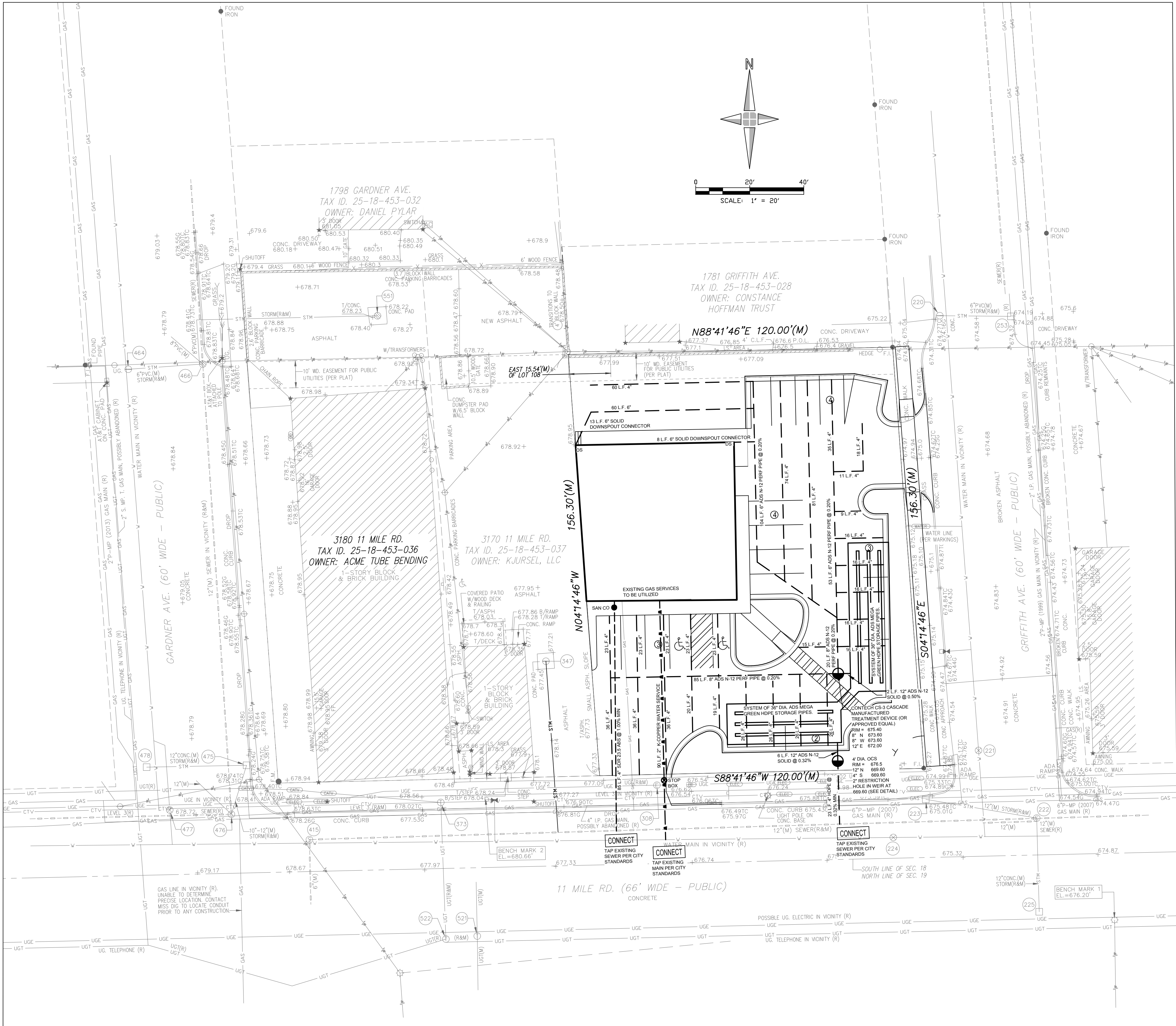


- NOTES:
1. EXPANSION JOINTS: 1/2" WIDE x FULL DEPTH, AT 25' INTERVALS TRANSVERSELY, AROUND EMBEDDED ITEMS SUCH AS LIGHT BASES AND AT ABUTTING STRUCTURES SUCH AS BUILDINGS OR CURBS.
  2. CONTRACTION JOINTS: 1/4" WIDE x 1" DEEP, ARRANGE TO FORM PANELS 6' MAXIMUM IN EITHER DIRECTION.
  3. SAND BASE MATERIAL SHALL MEET THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) SPECIFICATIONS FOR GRADATION AND OTHER SPECIFIED MATERIAL REQUIREMENTS.
  4. SIDEWALK SLOPE SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 2.0% AND A MAXIMUM LONGITUDINAL SLOPE OF 5.0%.

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#### CONNECT NOTE:

CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT ALL PROPOSED CONNECTIONS AND CROSSINGS AND SUPPLY ELEVATIONS AND LOCATIONS TO THE DESIGN ENGINEER TO CONFIRM OR ADJUST DESIGN.

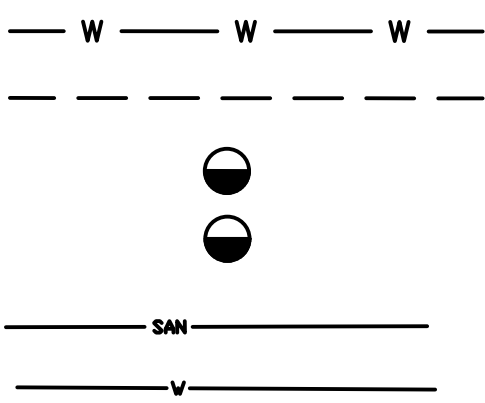
#### UTILITY PIPE MATERIALS:

STORM SEWER - ADS-N12, RCP CLIV, OR APPROVED EQUAL  
SANITARY LEAD - 4" SDR 23.5 ABS, OR CITY APPROVED EQUAL  
WATER SERVICE - 2" K-COPPER OR CITY APPROVED EQUAL

#### STORMWATER SYSTEM NOTE:

STORMWATER MANAGEMENT SYSTEM WILL BE A PRIVATE SYSTEM UNDER THE MAINTENANCE OF THE PROPERTY OWNER. A MAINTENANCE AGREEMENT BETWEEN OWNER AND CITY OF BERKLEY WILL BE PROVIDED ONCE PLAN IS APPROVED. ALL NECESSARY EXHIBITS WILL BE INCLUDED WITH THE AGREEMENT.

## LEGEND



PR WATER SERVICE  
PR STORM SEWER  
PR OUTLET CONTROL STRUCTURE  
PR MANUFACTURED TREATMENT DEVICE  
EX SANITARY LEAD  
EX WATER SERVICE

## SITE CIVIL NOTES OF INTENT

- GRADING AND SESC: ALL GRADING AND SOIL EROSION & SEDIMENTATION CONTROL MEASURES WILL BE IMPLEMENTED AND STRICTLY ENFORCED THROUGHOUT CONSTRUCTION.
- SANITARY SERVICE: THE EXISTING SANITARY SERVICE IS PROPOSED TO BE REMOVED. A NEW SANITARY LEAD WILL BE INSTALLED.
- WATER SERVICE: THE EXISTING WATER SERVICE WILL BE REMOVED TO THE CITY STOP BOX. A NEW 2" SERVICE WILL BE CONNECTED AND INSTALLED TO THE BUILDING. THE BUILDING WILL NOT BE FIRE SUPPRESSED.
- STORMWATER MANAGEMENT: A GREEN ROOF, AND PERMEABLE INTERLOCKING CONCRETE PAVERS (PICP) ARE PROPOSED TO REDUCE THE OVERALL STORMWATER RUNOFF FOR THE SITE.
- THE EXISTING STORM CATCH BASIN IN THE PARKING LOT WILL BE REMOVED AND DISCONNECTED FROM ANY CITY SEWERS AND BULK HEADED WITHIN 24" OF CITY MAIN.
- THE OAKLAND COUNTY WATER RESOURCES COMMISSIONER STORMWATER ENGINEERING DESIGN STANDARDS, UPDATED 11/22/2021, DO NOT APPLY TO THIS DEVELOPMENT PROJECT AS THE SITE IS LESS THAN 1 ACRE. HOWEVER, LOW IMPACT DESIGN ENGINEERING PRACTICES HAVE BEEN UTILIZED TO GREATLY REDUCE THE EFFECTS OF STORMWATER RUNOFF FROM THIS PROJECT AS DESCRIBED HEREIN, AND THE DESIGNED STORAGE DOES MEET OCWRC STANDARDS.
- THERE WILL BE A NETWORK OF PERFORATED PIPES UNDER THE PERMEABLE PAVERS TO DIRECT THE INFILTRATED STORMWATER TO THE MECHANICAL TREATMENT DEVICE. THESE PIPES WILL BE SET ABOVE THE HIGH WATER TABLE LEVEL DESCRIBED IN THE SOIL REPORT OF 673.6.
- AN ADDITIONAL 12" OF IN SITU SOIL WILL BE REMOVED AND REPLACED WITH 4AA STONE TO AID IN THE LOWERING OF THE WATER TABLE ELEVATION. THIS STONE WILL BE BELOW THE NETWORK OF PERFORATED PIPES.
- ALL PAVEMENT AND SOIL REMOVAL WILL BE DONE IN ACCORDANCE WITH EGLE REQUIREMENTS.
- THIS SITE WILL ALSO UTILIZE A CASCADE SWRL CHAMBER TO CAPTURE FLOATABLES AND FILTER OUT SEDIMENT. THIS UNIT HAS NJDEP CERTIFICATION.
- THE PROPOSED OUTLET CONTROL STRUCTURE NEAR 11 MILE ROAD WILL BE RESTRICTED TO ALLOW 0.09cfs OUTFLOW AND DEWATER WITHIN 50 HOURS. (SEE CALCULATIONS).

MISSDIG DESIGN TICKET NUMBER:

2022071201299

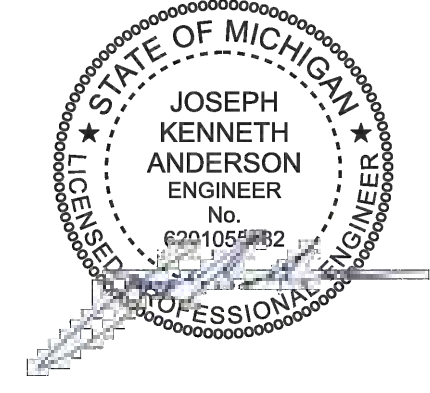
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Manager: JKA  
Designer: JKA  
Quality Control: MP  
Section: 18  
T-01-N R-11-E

Professional Seal:



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Developed For:

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SUITE 200  
SOUTHFIELD, MI 48034  
248-340-9400

#### UTILITY PLAN

MOSES ROSES

CITY OF BERKLEY  
OAKLAND COUNTY  
MICHIGAN

Date: 08.19.2022  
Scale: 1" = 20'  
Sheet: C-700  
Project: 20281.00

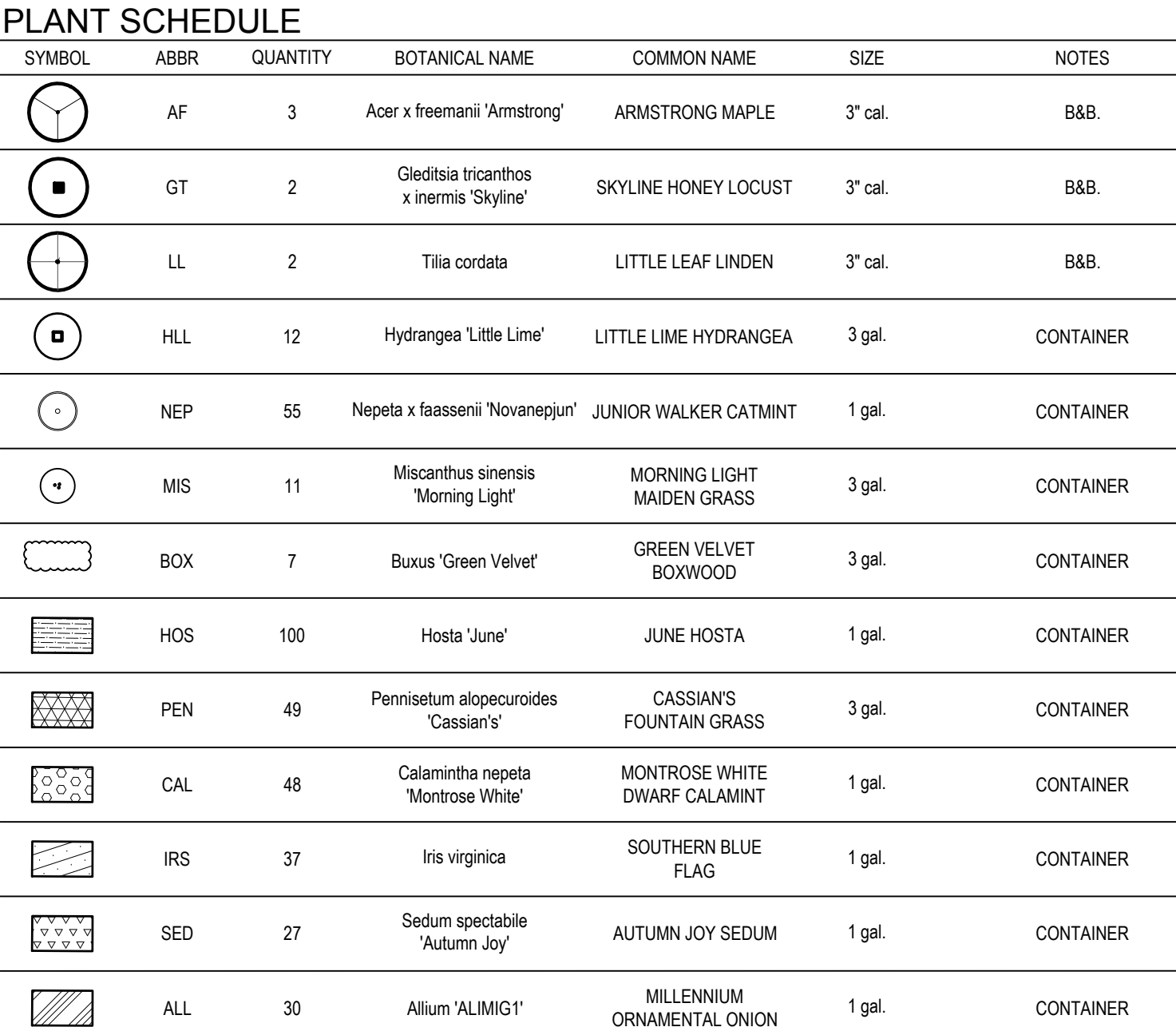
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1. Plant materials shall be sound, healthy vigorous, free from plant diseases and insects or their eggs, and shall have normal, healthy root systems. Caliper measurements shall be taken 6: above the ground level. All other measurements shall be in accordance with the latest edition of "American Standard for Nursery Stock" (ANSI Z-60.1 + A300204.)
2. Planting bed soil for annuals shall be screened topsoil. To deter weed growth during the establishment of annual, & perennial bed, apply a pre-emergent ('Preen' or equal) after planting 2-3 times per growing season, at a rate per recommendation of product manufacturer.
3. Planting pockets shall be no deeper than the height of the root ball, saucer shall be made on the edges of the plant pocket.
4. All tree wrap shall be removed upon planting.
5. Mulch shall be shredded hardwood bark natural in color, free from deleterious materials and suitable as a top dressing of planting beds and individual tree plantings.
6. Trees shall be mulched with minimum of 4" deep hardwood bark mulch.
7. Grass seed shall be certified turf grass seed complying with A.S.P.A. specifications, and free of weed seeds and undesirable native grasses. Seeded areas shall not be permitted to dry out. All lawn areas shall be fertilized and watered as required during the first growing season to maintain a dense and vigorous growing lawn.
8. Plants shall be guaranteed for two complete growing seasons (24 months). Dead material shall be replaced as needed prior to the expiration of the guarantee period, in accordance with the local ordinance requirements. Failing plants should be replaced within 3 months of failing.
9. Contractor shall provide in writing a list of recommended maintenance procedures for the first two (2) growing seasons.
10. Remove top 1/3 of burlap on root ball or all if wrapped in plastic covering and/or nylon cord.
11. Plant materials shall be used in compliance with the provisions of the local ordinance and shall be nursery grown, free of pests and diseases, hardy in this county, in conformance with the standards of the American Association of Nurserymen, and shall have passed inspections required under state regulations. In addition, plant materials shall be Upper Midwest/Great Lakes growth. No. 1 grade.
12. Plant materials shall be planted within the annual planting window of March 15-Nov 15.
13. Any plant substitutions must be approved in writing by the City prior to installation.

1. All areas not built, landscaped, or paved upon shall be seeded or sodded. Terra seed system or approved equal is encouraged.
2. All lawn areas shall be irrigated with an underground automatic irrigation system. Irrigation heads shall be placed such that water will not hit any hard surfaces or structures.
3. Two (2) year guarantee period begins at Final Acceptance of landscape material by the City's representative, a landscape architect, and prior to the authorization of the occupancy permit. This is the first of two (1 of 2) required City inspections of the Landscape Plan installation.
4. A minimum of one cultivation in each month of June, July, and August shall be performed within the 2-year warranty period.
5. Building Department will not release construction bonds until City landscape architect has inspected the site and approved the installation of landscape plans. Final bond will not be released until the two (2) year guarantee expires and final inspection is made.
6. Owner is then responsible for care and maintenance of all plants upon return of bonds. All plant material is to be maintained for the natural life of the plant. No removal of any plants material is permitted without replacement.
7. Detention Basin plant material shall be sufficiently watered as needed to establish growth and heartiness.
8. Contractors must maintain 10 feet minimum between fire hydrants and any proposed tree plantings.
9. If construction leads to the demise of any trees by roots being cut on adjacent property, replacement to be facilitated by property owner.
10. No tree to be planted closer than 5' to R.O.W.

It shall be the responsibility of the landscape contractor to program and periodically adjust the irrigation system (provided by others) as required to ensure delivery of proper and adequate water supply to all plant material, and seeded lawn areas serviced by the same irrigation system, to ensure the establishment of healthy plant material and lawn for their first year of growth. Following the landscape contractor's two-year irrigation requirement period, the contractor shall provide the owner with suggested irrigation maintenance schedule for their use.

Landscape Contractor will sufficiently water all plant material located in the Meadow Lawn area that is not irrigated through an automatic system to establish healthy root systems of the shrubs, plugs, and seedlings under this two-year Irrigation Requirement Period. NOT FOR CONSTRUCTION

Date:	08.19.2022
Scale:	1"=10'
Sheet:	L100
Project:	20281.00

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prior written consent of Giffels Webster.









**Carlisle | Wortman**  
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: September 19, 2022

## Site Plan Review For City of Berkley, Michigan

**Applicant:** Moses Roses Ventures, LLC

**Project Name:** Moses Roses

**Plan Date:** September 12, 2022

**Location:** 3120 W. Eleven Mile Road

**Zoning:** Eleven Mile District

**Action Requested:** Site Plan Approval

### SITE DESCRIPTION

The applicant is proposing to repurpose the existing building at 3120 W. Eleven Mile Road, and add a small addition. At final buildout, +/-2,600 of the approximate +/- 3,300 square foot, one-story building, will be repurposed for a marihuana provisioning center. The remaining 550 sq/ft of the building will continue to be used by Berkley Auto Service.

In addition to the proposed addition, the applicant proposes the following site improvements:

- Façade improvements
- Landscape improvements
- Wall Mural
- Art Sculpture
- Green infrastructure
  - Rain Garden
  - Livewall along alley

Richard K. Carlisle, *President* Douglas J. Lewan, *Executive Vice President* John L. Enos, *Principal*  
David Scurto, *Principal* Benjamin R. Carlisle, *Principal* Sally M. Elmiger, *Principal* Craig Strong, *Principal* R. Donald Wortman, *Principal*  
Laura K. Kreps, *Associate* Paul Montagno, *Associate*

- Permeable paving
- Streetscape improvements
  - Bike rack
  - Bench
  - Landscaping
  - Dog waste station
  - Pavers

The site is zoned Eleven Mile District. A marihuana use is a permitted use but must meet the zoning requirements set forth in Section 138-528 Marihuana Business Regulations.

Site Location:



Proposed Use of Subject Parcel:

+/- 3,300 square foot, one-story building, will include a small addition and repurposed for a marihuana provisioning center, with 550 square feet to remain as the Berkley Auto Service.

Surrounding Property Details:

Direction	Zoning	Use
North	Single Family Residential R-1D	Single Family Residential
South	Oak Park	Light Industrial / Office
East	Eleven Mile	Auto Repair
West	Eleven Mile	Restaurant

**Items to be addressed:** None.

The site has been graded for a building and parking lot. There are no existing natural resources.

**Items to be addressed:** None.

Outside of a small addition to the rear of the existing building, the building layout will remain in its current configuration.

**Items to be addressed:** None.

Sec. 138-526. - Schedule of regulations of the Zoning Ordinance establishes the dimensional requirements for the Eleven Mile District.

	Required / Allowed	Provided	Compliance
Front (Eleven Mile)			
Front yard setbacks shall be ten feet or equal to the setback of the adjacent buildings, whichever is less.	10-feet	Over 10-feet	Complies
Front (Griffith)			
Front yard setbacks shall be ten feet or equal to the setback of the adjacent buildings, whichever is less.	10-feet	Over 10-feet	Complies

	Required / Allowed	Provided	Compliance
Side (west)  No side yards are required along the interior side lot lines except as otherwise specified in the building code. On the exterior side yard that borders on a residential district, there shall be provided a setback of at least ten feet on the side or residential street.	West: 0-feet	0	Complies
Rear (South)	10-foot minimum setback	Over 10 feet	Complies
Building Height	40-foot maximum height	16 feet	Complies

**Items to be addressed:** None

## PARKING

	Required	Provided
<b>Retail:</b> One per 225 square feet of usable floor area	2,600 usable square feet (as noted on plan set)/ 225 = 12 spaces	18 onsite, 14 shared parking on adjacent parcels (7 on parcel to east, 7 on parcel to west)
<b>Auto Repair:</b> One space per 200 sq/ft plus three screened storage spaces per service bays	624 sq/ft 200 + (0/3)= 3	
Barrier Free	1	2
Bicycle Parking	2	2
Loading	0	0
<b>Total</b>	<b>15 spaces</b>	<b>18 onsite, 14 shared parking on adjacent parcels.</b>

### Shared Parking Agreement

The applicant notes a shared parking agreement with both the east and west adjacent parcels. The applicant shall provide the shared parking agreements to be reviewed by City Attorney.

**Items to be Addressed:** Provide shared parking agreements to be reviewed by City Attorney.

## SITE ACCESS AND CIRCULATION

Primary access will remain with one point on Eleven Mile and one point on Griffith Avenue. The applicant proposes internal curbing to better differentiate site access and define on-site parking space. The proposed drive-aisle dimensions are 22-feet in width, where 24-feet is required. 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.

***Items to be Addressed:*** Planning Commission to consider reducing drive-aisle width by 2-feet.

## LANDSCAPING AND SITE AMENITIES

A landscaping plan has been provided. The applicant is proposing a robust plan which includes building planting, ROW planting, parking lot planting, a livewall along northern property line, and a green roof. As set forth in Section 130-37, when the development of any property requiring site plan approval occurs, the City Planning Commission shall review landscaping plans and may require additional landscaping to be planted on or near the site consistent with the elements of the adopted City Master Plan.

### Screening Along Northern Property Line:

The applicant proposes to screen the property along the northern property with a livewall. The applicant notes that planting details of the livewall will be provided at the pre-construction meetings.

### Trash Enclosure:

The applicant is providing trash dumpster location at the northeast corner of the site. The applicant is screening the trash dumpster with a masonry wall.

### Green Roof:

The applicant proposes a green roof. The applicant notes that planting details of the green roof will be provided at the pre-construction meetings.

***Items to be Addressed:*** 1). Provide livewall details at pre-construction meeting; and 2). Provide green roof plant material at pre-construction meeting.

## PHOTOMETRICS

A photometric plan was provided. The applicant is proposing a total of four (4) parking lot pole lights, and five (5) building lights. We note that the pole lights project a maximum footcandles of eighteen (18) footcandles.

Eighteen (18) footcandles is extremely bright for a retail use. For example, the average gas station canopy lighting ranges from 10 to 15 footcandles.

***Items to be Addressed:*** Reduce pole footcandles.

#### EXTERIOR APPLIANCES

The applicant is proposing a parapet to screen the roof top equipment. The applicant should confirm on elevations that the parapet wall is high enough to screen exterior appliances (air conditioners, generators, etc.) to ensure compliance with Section 138-73.

***Items to be Addressed:*** Confirm on elevations that the parapet wall is high enough to screen exterior appliances (air conditioners, generators, etc.) to ensure compliance with Section 138-73.

Floor plans and elevations have been provided. The applicant is making significant elevation improvements.

***Items to be Addressed:*** None

#### MARIHUANA BUSINESS REGULATIONS

Section 138-528 Marihuana Business Regulations, the site plan shall be reviewed and approved by the Planning Commission upon finding that:

- a) **A marihuana business must front on a major thoroughfare with the primary ingress/egress onto a major thoroughfare.**

CWA Response: The marihuana business fronts on Eleven Mile Road, with ingress/egress onto a major thoroughfare.

- b) **The marihuana business must have all applicable state and local licenses and approvals to operate.**

CWA Response: The marihuana business will be required to obtain all applicable state license prior to any final approvals.

- c) **The property where the marihuana business will be located must be entirely within the boundaries of the city and must not be within 1,000 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.**

CWA Response: The marihuana business is located entirely within the boundaries of the City. The marihuana business is not within 1,000 feet with any pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.

- d) **Notwithstanding any other provision in the zoning ordinance, a marihuana business must operate within a fully enclosed building.**

CWA Response: The marihuana business will operate within a fully enclosed building.

- e) **Pursuant to article XV of [chapter 30](#) of the Berkley City Code, all marihuana business license approvals are subject to the following:**
- i. **Public notice requirements as outlined in [Section 30-806](#); and**
  - ii. **Site plan approval from the planning commission must be obtained prior to receiving license approval from the city council. Failure to do so will result in license denial as outlined in [Section 30-813](#).**

CWA Response: 1). Public notice requirement was met; and 2). The applicant is seeking site plan approval from the Planning Commission. If granted site plan approval, the applicant would then seek license approval from the City Council.

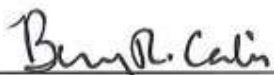
**Items to be Addressed:** None

## RECOMMENDATION

The Planning Commission needs to decide whether to reduce the drive-aisle width by 2-feet. Overall, the applicant is making a significant investment into the site as noted in our report. We recommend site plan approval with the following conditions:

1. Provide shared parking agreements to be reviewed by City Attorney.
2. Provide livewall details at pre-construction meeting.
3. Provide green roof plant material at pre-construction meeting.
4. Reduce pole footcandles.
5. Confirm on elevations that the parapet wall is high enough to screen exterior appliances (air conditioners, generators, etc.) to ensure compliance with Section 138-73.

Sincerely,



CARLISLE/WORTMAN ASSOC., INC.  
Benjamin R. Carlisle, LEED AP, AICP






## **CITY OF BERKLEY** **DEPARTMENT OF PUBLIC WORKS**

3238 BACON AVE, BERKLEY, MICHIGAN 48072

### Transmittal Memo

To: Kristen Kapelanski, Community Development Director (via email)  
Cc: Kim Anderson, Community Development Department (via email)  
Ric Chalmers, Assistant DPW Director (via email)  
Eddie Zmich, HRC (via email)  
  
From: Shawn Young, DPW Director   
Date: September 20, 2022  
Subject: Moses Roses Provisioning Center  
3120 Eleven Mile Rd Review #2

---

We have reviewed the site plans provided by the Community Development Department on September 12th, 2022

1. The site plans will be reviewed by the City's engineering consultant, Hubbell, Roth & Clark (HRC). Among other things, HRC will review the geotechnical report, storm water detention calculations and grading.
2. The existing sanitary lead is shown to be replaced on the plan. Please note that our records indicate that there may be more than one sewer/storm lead onto the property. A pipe graph report is attached for clarification.
3. Please note the proposed stormwater management system will be a private system under the maintenance of the property owner. A template approved by the City Attorney is attached for use. Exhibits will need to be prepared by the applicant and included with the document.
4. The demolition plan calls for the removal of the existing storm structure and a portion of the piping. The applicant will need to verify that this is the full extent of the piping to be removed. If storm was connected directly to the city mainline it will need to be retired within 24" of the main sewer. This work could potentially impact the 11 mile right of way and the location should be indicated on the plan.

5. A traffic control plan has been added to the plan set to account for the proposed work in the 11 Mile roadway but it does not appear to cover the scope of work that will need to be completed. The plan is for a single lane closure and it appears that a multiple lane closure with a traffic shift would be needed to safely accommodate the utility work. A multilane closure would push traffic onto the eastbound side of 11 mile that is owned and maintained by the City of Oak Park. An updated traffic control plan should be submitted to both the City of Berkley and the City of Oak Park with the City of Oak Park's response shared before final approval.
6. A Storm Water Service Fixed Charge will be assessed upon completion of construction. This charge will be reflected on the regular utility bill.

A response letter from the applicant to the comments noted above would be helpful in subsequent reviews.

Feel free to call with any questions or concerns. Thank you.



September 23, 2022

City of Berkley  
3338 Coolidge Highway  
Berkley, Michigan 48072

Attention: Ms. Kristen Kapelanski, Community Development Director  
Mr. Matthew Baumgarten, City Manager

Re: Moses Roses  
3120 W Eleven Mile Rd  
Engineering Site Plan – Review No. 2  
City of Berkley, MI

HRC Job No. 20220698.02

Dear Ms. Kapelanski and Mr. Baumgarten:

As Consulting Engineers for the City of Berkley, and in accordance with your request, we have completed the Engineering Site Plan review of the proposed subject development located at 3120 W Eleven Mile Road for compliance with the City of Berkley's engineering and site plan requirements. The plans were prepared by Ken Nisch, AIA, of Southfield, Michigan with an issue date of September 19, 2022 with the engineering site plans created by Giffels-Webster of Birmingham, Michigan. The proposed project scope includes the renovation of the existing building and replacement of the existing parking lot and other site features. We hereby offer the following comments:

General:

1. A traffic control plan and sequence of construction must be added to the plans, including an estimated duration for any lane closures that may be required. **This item is still applicable.**
2. The existing sanitary lead is proposed to be reused. The applicant must have the lead inspected by a licensed contractor/plumber and the video footage submitted to the City verifying the lead is suitable for reuse prior to construction. **A new sanitary lead and connection has been shown on the plans in lieu of reusing the existing lead. This item is no longer applicable.**

Storm Drainage and Detention/Sanitary Sewer:

1. Stormwater runoff calculations have been provided using a 100-year, 24-hour storm event and appear to show that the proposed detention system will provide adequate storage for the site. The source of the C-value used for the permeable paver area must be provided to confirm that the runoff coefficient for the site used in the calculations is reasonable. **This item is still applicable.**
2. A geotechnical investigation was performed to evaluate the feasibility of the proposed stormwater management system. The report and soil logs are shown on the plans. The report recommends that infiltration will not be feasible in native soils on the site and mentions that groundwater was encountered in Boring 1 at a depth of 2' which dropped to 2' 11" at the conclusion of testing. The applicant has proposed a stone cross section and perforated pipe system to collect and store stormwater in a manner that is not dependent on infiltration into the native soils, however, additional borings must be performed to ensure that there is not groundwater present within 2 feet of the bottom of the proposed stone layer as per Oakland County design requirements. **This item is still applicable.**

3. The stormwater collection system must have a separate connection to the City sewer rather than tapping into the existing inlet at the Griffith intersection. In addition, the 12" pipe must be reduced to a maximum 4" prior to connection. **A separate connection for the storm sewer has been shown on the plans. This item has been satisfactorily addressed.**
4. The perforated pipe must be wrapped with a geotextile and shown on the permeable paver section. **The geotextile wrap has been shown on the plans. This item has been satisfactorily addressed.**
5. The developer will be required to prepare and enter into a perpetuity maintenance agreement with the City for the proposed private stormwater systems. The Applicant must contact the City DPW regarding this item prior to commencing construction. **This item is still applicable. In addition to the maintenance agreement, the City will require that the constructed storm detention system be certified by way of a signed/sealed letter by the Applicant's engineer upon completion.**

Recommendation:

Based on our aforementioned comments, we recommend approval of the proposed Site Plan subject to the applicant submitting the traffic control plan and maintenance agreement and confirming that groundwater is not present within two (2) feet of the bottom of the proposed storm system via additional borings.

If you have any questions or require any additional information, please contact the undersigned.  
Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Edward D. Zmich  
Project Manager



Mitch Stark  
Review Engineer

EDZ/MAS/mas

pc: City of Berkley; Shawn Young, Kim Anderson  
HRC; R. Alix, File  
Giffels Webster; Joseph K. Anderson  
Ken Nisch, AIA; Angela Hill



Kristen Kapelanski <kkapelanski@berkleymich.net>

---

## Moses Roses - Berkley\_Site Plan Submission

---

**Aaron Geyer** <aaron.chrisaiello@gmail.com>

Wed, Sep 28, 2022 at 3:56 PM

To: Kristen Kapelanski <kkapelanski@berkleymich.net>, Kim Anderson <kanderson@berkleymich.net>, John Staran <jstaran@berkleymich.net>, Eddie Zmich <ezmich@hrcengr.com>, MStark@hrcengr.com, Shawn Young <syoun@berkleymich.net>

Cc: Angela Hill <abianco@jga.com>, Matthew Baumgarten <mbaumgarten@berkleymich.net>, Joseph Aiello <michiganmedical@icloud.com>, Christopher Aiello <chris@chrisaiello.com>, "Joseph K. Anderson" <janderson@giffelswebster.com>, Daniel Caudill <daniel@bedrock.com>

Ms. Kapelanski:

We have read the DPW review from Shawn Young as well as the other outstanding items from CWA and HRC.

As the spokesperson for the Applicant, please convey to the panel that we are willing to accept the recommendations of these individuals/entities that would become conditions of Site Plan approval. While we still believe additional borings would only confirm what we already know (there is clay in the soil that will be removed to bring the water level down), we are willing to do the additional borings as a condition for approval.

Please include this communication with the Planning Commission packets for the October 11th meeting that we (1) appreciate scheduling this meeting and (2) are willing to accept those items to be addressed as conditions of Site Plan approval.

Thank you,

Aaron Geyer  
Attorney at Law  
[aaron@chrisaiello.com](mailto:aaron@chrisaiello.com)

[Quoted text hidden]

THE CITY OF BERKLEY  
Building Department  
3338 Coolidge Hwy., Berkley MI 48072  
(248) 658-3320

**NOTICE OF PUBLIC MEETING**  
**BERKLEY PLANNING COMMISSION**

NOTICE IS HERBY GIVEN, in accordance with Section 138-528 and Section 30-806 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, October 11, 2022 at 7:10 pm, or as near thereto as the matter may be reached. Furthermore, if the Planning Commission approves the site plan, this matter will appear before the City Council for final approval of the Marihuana Business License at their regularly scheduled meeting to be held at the City of Berkley in the Council Chambers, 3338 Coolidge Hwy., Berkley Michigan, on Monday, October 17, 2022 at 7:00 pm. Should the Planning Commission not approve the site plan, the item would not appear before the City Council.

**APPLICATION PSP-16-22**

Joseph Aiello, on behalf of Moses Roses, is requesting a site plan approval for the renovation of the existing building to be a retail marihuana dispensary at 3120 W Eleven Mile Road, Parcel # 04-25-18-453-031, North side Eleven Mile Rd., East of Gardner Ave. and West of Griffith Ave.

Complete application information is available for review at  
[www.berkleymich.org/urbanplanning](http://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 [kkapelanski@berkleymich.net](mailto:kkapelanski@berkleymich.net) before 5:00 pm on the date of the Planning Commission and/or City Council meeting.

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

KRISTEN KAPELANSKI  
COMMUNITY DEVELOPMENT DIRECTOR

**Publish Once:**

Royal Oak Tribune  
Friday, September 23, 2022

October 17, 2022 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to approve the City of Berkley and the Department of Public Safety, to enter into an Inter-Local Agreement with the County of Oakland to participate in the "Oakland County Gun Buyback Pilot Program". This Oakland County funded event will take place on Saturday, October 22, 2022 from 10 AM to 2 PM in conjunction with the Royal Oak Police Department at the ROPD Station.

Ayes:

Nays:

Motion:





City of Berkley  
Department of Public Safety



INTEROFFICE CORRESPONDENCE

**DATE:** October 5, 2022

**TO:** Matthew Baumgarten, City Manager

**FROM:** Matt Koehn, Director of Public Safety *MK*

**SUBJECT:** Request to enter into an Inter-Local Agreement with the County of Oakland to participate in the "Oakland County Gun Buyback Pilot Program"

The City of Berkley has been requested by Oakland County to participate in the grant funded "Oakland County Gun Buyback Pilot Program". For this event, City will be provided with \$7,500 to be used for administrative costs and to purchase gift cards to be exchanged for unwanted firearms (see inter-local agreement for further details). Participants will be paid in gift cards.

The Oakland County Gun Buyback Pilot Program will take place on Saturday, October 22, 2022 from 10 AM to 2 PM. Participating law enforcement agencies will be partnering for this event (Bloomfield Township PD/Auburn Hills PD and Southfield PD/Lathrup Village PD). Berkley DPS will be partnering with the Royal Oak Police Department and the event will take place at the ROPD station. All participating agencies have met several times and have agreed to work together to make this event as efficient as possible, including transporting gift cards, supplies, and personnel to other locations as necessary.

Firearms that are turned in will be disposed of following current policy (GO D-20) and State Law (MCL 750.239).

DPS will comply with the reporting obligations.

City Attorney John Staran has reviewed and approved the inter-local agreement.


The Department requests approval to enter into an Inter-Local Agreement with the County of Oakland to participate in the "Oakland County Gun Buyback Pilot Program"





# GUN BUYBACK EVENTS

**Saturday, October 22, 2022**

10 a.m. - 2 p.m. • 4 locations

 **St. David's Episcopal Church**  
16200 W. 12 Mile Road  
Southfield, MI 48076

 **Royal Oak Police Department**  
450 E. Eleven Mile Road  
Royal Oak, MI 48067

 **Auburn Hills Police Department**  
1899 N. Squirrel Road  
Auburn Hills, MI 48326

 **Ferndale City Hall Parking Lot**  
300 E. Nine Mile Road  
Ferndale, MI 48220



Exchange unwanted firearms for  
a gift card (while supplies last)\*:

**Handgun = \$100**

**Long gun = \$200**

**Assault rifle = \$300**

\* identifying information required







September 1, 2022

**MISCELLANEOUS RESOLUTION #22-295**

Sponsored By: Charles Cavell, Marcia Gershenson, Michael Spisz

**Board of Commissioners - Special Project Appropriating Funding for the Anti-Violence Initiative to Create the Oakland County Gun Buyback Pilot Program**

Chairperson and Members of the Board:

**WHEREAS** Gun violence has been a growing concern across the country and locally. In addition to being used for intentional acts of violence and suicides, firearms are dangerous weapons which can also be the source of accidental injuries. The Board of Commissioners is committed to assisting in the reduction of gun-related injuries and deaths; and

**WHEREAS** Some citizens who possess firearms may be unable to provide safe storage, or may no longer want the firearm in their homes due to a variety of reasons, including medical or mental health issues, accessibility to children or youth, or other concerns. Disposal of unwanted firearms is not typically a simple process; and

**WHEREAS** Voluntary Gun buyback programs provide a safe legal means for citizens to dispose of unwanted firearms and prevent them from getting into the hands of someone who shouldn't have them. Although these programs may not have a direct impact on overall gun violence, it will reduce the number of firearms potentially accessible to children, youth and vulnerable individuals; and

**WHEREAS** The Oakland County Board of Commissioners, is partnering with local law enforcement agencies to hold voluntary Gun Buyback Events throughout the County. This is planned to be a "no questions asked event", allowing citizens to safely surrender unwanted firearms for destruction and receive gift cards in exchange; and

**WHEREAS** the Oakland County Board of Commissioners are committed to addressing gun violence in our community with a multi-faceted approach, a county-wide gun buyback pilot event will ensure a safe and secure pathway for Oakland County residents to voluntarily dispose of guns that they no longer wish to possess or store and will prevent those guns from being used unsafely, thereby providing a useful service to the Oakland County community.

**NOW THEREFORE BE IT RESOLVED** that the Oakland County Board of Commissioners hereby authorizes the one-time appropriation of \$45,000 from non-departmental transfers General Fund Special Projects to Board of Commissioners General Fund Special Projects line-item budget to establish the Oakland County Gun Buyback Pilot Grant Program.

**BE IT FURTHER RESOLVED** that funding for the Oakland County Gun Buyback Pilot Grant Program will be awarded to local municipalities to cover the full cost of planning, hosting, and administering gun buyback events in Oakland County during the month of October, 2022.

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorizes the Chairman of the Board of Commissioners to execute an agreement and any related documents between Oakland County and the participating local municipality or as provided by law, upon review by Purchasing and Corporation Counsel.

**BE IT FURTHER RESOLVED** a report shall be forwarded to the Board of Commissioners detailing



expenditures along with key data metrics on the pilot grant program from the participating local municipalities.

**BE IT FURTHER RESOLVED** that the Oakland County Clerk is requested to forward a copy of this adopted resolution to the Chief of Police for Auburn Hills, Bloomfield Township, City of Berkley, Ferndale, Lathrup Village, Royal Oak, and Southfield, the Michigan Association of Counties, the National Association of Counties, the State Lead for Moms Demand Action, the Faculty Advisor for No Future Without Today, the Board Chairperson for the Identify Your Dream Foundation, the Detroit Office of the U.S. Department of Veterans Affairs, and the members of the Oakland County delegation to the Michigan Legislature.

**BE IT FURTHER RESOLVED** that the FY 2022 budget shall be amended as reflected in the attached Schedule A – Budget Amendment.

Chairperson, the following Commissioners are sponsoring the foregoing Resolution: **Charles Cavell, Marcia Gershenson, Michael Spisz.**

---



David Woodward, Commissioner

Date: September 01, 2022



Hilarie Chambers, Deputy County Executive II

Date: September 08, 2022



Lisa Brown, County Clerk / Register of Deeds

Date: September 14, 2022

COMMITTEE TRACKING

2022-08-24 Finance - recommend to Board

2022-09-01 Full Board

VOTE TRACKING

Motioned by Commissioner Charles Cavell seconded by Commissioner Gary McGillivray to adopt the attached Special Project: Appropriating Funding for the Anti-Violence Initiative to Create the Oakland County Gun Buyback Pilot Program.

**Yes:** David Woodward, Michael Spisz, Karen Joliat, Kristen Nelson, Eileen Kowall, Angela Powell, Marcia Gershenson, William Miller III, Yolanda Smith Charles, Charles Cavell, Penny Luebs, Janet Jackson, Gary McGillivray, Adam Kochenderfer (14)

**No:** Christine Long, Philip Weipert, Thomas Kuhn, Chuck Moss (4)

**Abstain:** None (0)

**Absent:** (0)

**Passed**

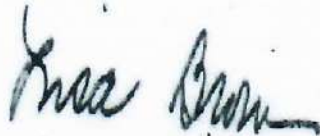
ATTACHMENTS

1. BOC Special Projects - Gun Buy Back Schedule A
  2. Inter-local Template - Draft
- 

STATE OF MICHIGAN)  
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on September 1, 2022, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan on Thursday, September 1, 2022.

A handwritten signature in dark ink, appearing to read "Lisa Brown", with a stylized flourish at the end.

*Lisa Brown, Oakland County Clerk / Register of Deeds*

Oakland County, Michigan

Board of Commissioner Special Project - Appropriating Funding for the Anti-Violence Initiative to Create the Oakland County Gun Buyback Pilot Program

Schedule "A" DETAIL

R/E	Fund Name	Division Name	Fund # (FND)	Cost Center (CCN) #	Account # (RC/SC)	Program # (PRG)	Grant ID (GRN) #	Project ID # (PROJ)	Region (REG)	Budget Fund Affiliate (BFA)	Ledger Account Summary	Account Title	FY 2022 Amendment	FY 2023 Amendment	FY 2024 Amendment
E	General Fund	Non-Departmental	FND10100	CCN9090101	SC731822	PRG196030					730000	Special Projects	\$ (45,000)	\$ -	\$ -
E	General Fund	Board of Commissioners	FND10100	CCN5010101	SC731822	PRG180010					730000	Special Projects	45,000	-	-
												Total Expenditures	\$ -	\$ -	\$ -



# **OAKLAND COUNTY INTERLOCAL AGREEMENT**

**BETWEEN**

**OAKLAND COUNTY**

**AND**

**CITY OF BERKLEY**

---

This Agreement ("Agreement") is made and entered into between the COUNTY OF OAKLAND ("County"), a Michigan Constitutional and Municipal Corporation, a political subdivision of the state of Michigan, whose address is 1200 North Telegraph, Pontiac, Michigan 48341 and the City of Berkley through its Police Department ("Municipality"). In this Agreement, either the Municipality or the County may also be referred to individually as a "Party" or jointly as the "Parties."

## **1. Purpose of Agreement**

- 1.1. Pursuant to the Urban Cooperation Act, MCL 124.501 et seq., County and Municipality enter into this Agreement for the purpose of the Anti-Violence Initiative to create the Oakland County Gun Buyback Pilot Grant Program. This agreement establishes partnership with local law enforcement agencies to hold voluntary Gun Buyback Events throughout the County allowing citizens to safely surrender unwanted firearms for destruction and receive gift cards in exchange. Funding is awarded to cover the full cost of planning, hosting, and administering gun buyback events in Oakland County during the month of October, 2022.

## **2. Definitions**

- 2.1. **Agreement Documents** means the following documents, which this Contract includes and incorporates:
  - 2.1.1. Exhibit I: Financials, Scope of Services, and Reporting Obligations
- 2.2. **Claim(s)** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against a Party or for which that Party may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.



- 2.3. **County** means the County of Oakland and its departments, divisions, commissioners, elected and appointed officials, directors, board members, council members, authorities, officers, committees, employees, agents, subcontractors, volunteers and/or any such persons' successors.
- 2.4. **County Agent** shall be defined as any and all elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, third-party contractors, departments, divisions, volunteers, representatives, and/or any such persons' successors (whether such persons act or acted in their personal representative or official capacities), and/or "County Agents" shall also include any person who was a County Agent any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
- 2.5. **Municipality** shall be defined as any and all elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, third-party contractors, departments, divisions, volunteers, representatives, and/or any such persons' successors (whether such persons act or acted in their personal representative or official capacities), and/or "Municipality Agents" shall also include any person who was a Municipality Agent any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected and serving as a Municipality Agent.
- 2.6. **Municipality Agent** shall be defined to include, any and all Municipality Contractor(s)' employees, officers, directors, board members, concurrent board members, managers, departments, divisions, trustees, volunteers, licensees, concessionaires, subcontractors, vendors, subsidiaries, joint ventures or partners, and/or any such Municipality Contractor(s)' successors or predecessors and any such successors' or predecessors' employees (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any Municipality Contractor(s) "Municipality Agency" shall also include any person who was a Municipality Agent any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or serving as a Municipality Agent, without limitation, any and all employees, officers, directors, members, managers, departments, and divisions of the Municipality (whether such persons act or acted in their personal, representative or official capacities).
3. **OBLIGATIONS OF THE PARTIES** Subject to the terms and conditions in this Agreement, and except as otherwise provided by law, Municipality shall provide those services for the County as described in Exhibit I attached to this Agreement and hereby incorporated and made part of this Agreement. The Parties intend, agree, and acknowledge that no services, other than those services described in this Agreement, shall or are otherwise required to be provided by Municipality for or to the County. Additional services may be contracted by mutual agreement between the Parties.



4. **ASSURANCES AND WARRANTIES.**

- 4.1. The Municipality agrees to comply with the provisions of any and all laws relating to nondiscrimination and conflict of interest with governmental employees and, specifically, any County Agent. The Municipality warrants to avoid any conflict of interest, whether real or perceived.
- 4.2. Any and all Municipality services set forth in this Agreement are provided on an "as-is" and "as-available" basis, without any warranty of any kind, to the maximum extent permitted by applicable law. The Municipality hereby expressly further disclaims any and all warranties of any kind, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and/or that any Municipality services under this Agreement will meet any County needs or requirements, will be uninterrupted, timely, secure, error or risk free.

5. **NO INDEMNIFICATION.**

- 5.1. Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents.
- 5.2. In any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.
- 5.3. Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or Agents in connection with any Claim.
- 5.4. Except as otherwise provided in this Agreement, this Agreement does not, and is not intended to, create any third-party obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation or any other right in favor of any third person or entity.
- 5.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

6. **LIMITS AND EXCLUSIONS ON MUNICIPALITY SERVICES.**

- 6.1. In no event and under no circumstances in connection with or as a result of this Agreement shall either Party be liable to the other Party, or any other person, for any consequential, incidental, direct, indirect, special punitive, or other similar damages whatsoever (including, without limitation, damages for loss of business, profits, business interruption, or any other pecuniary loss or business detriment) arising out of this Agreement for any Municipality services hereunder or any County use or inability to use any Municipality services, even if the County has been advised of the possibility of such damages.

7. **NO IMPLIED WAIVER.** Except as otherwise expressly provided for in this Agreement:



- 7.1. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement.
- 7.2. 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.
- 7.3. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
8. **AUDITING.** The County agrees that financial records and other relevant records related to the Services will be available upon request for review or audit by Municipality or other appropriate officials.
9. **AGREEMENT INTERPRETATION.** The Parties agree that performance under this Agreement will be conducted in compliance with all federal, Michigan, and local laws and regulations. This Agreement is made and entered into in the County of Oakland and in the State of Michigan. The language of all parts of this Agreement is intended, under all circumstances, to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
10. **EFFECTIVE DATE AND DURATION OF THE AGREEMENT.**
  - 10.1. This Agreement shall commence upon signature of the Chair of the County Board of Commissioners and Municipality ("Effective Date") and shall terminate one year from the Effective Date.
  - 10.2. The Parties agree that this Agreement, and/or any subsequent amendments thereto, shall not become effective prior to the approval by the Oakland County Board of Commissioners and the Municipality. The approval and terms of this Agreement, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of the Oakland County Board of Commissioners and the Municipality Board and shall also be filed with the office of the Clerk of the County.
11. **INDEPENDENT CONTRACTOR.** The Parties agree that at all times and for all purposes under the terms of this Agreement, the Municipality's and/or any and all Municipality Agents' legal status and relationship to the County shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.
12. **TERMINATION OR CANCELLATION OF AGREEMENT.** Except as otherwise provided herein, either Party may terminate and/or cancel this Agreement upon ninety (90) Days written notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Termination of this Agreement does not release any Party from any obligations that Party has, pursuant to any law.
  - 12.1. The Parties agree and acknowledge that either Party's decision to terminate and/or cancel this Agreement, or any one or more individual Municipality



Services identified herein, shall not relieve the County of any County payment obligation for any Municipality Services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Subsection shall survive the termination, cancellation, and/or expiration of this Agreement.

13. **DISCRIMINATION**. The Parties shall not discriminate against their employees, agents, applicants for employment, or another person or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
14. **RECORD RETENTION**. The Parties agrees to maintain records in accordance with state law. All records relative to this Agreement shall be available at any reasonable time for examination or audit by personnel authorized by the County, Municipality, or law.
15. **DELEGATION/SUBCONTRACT/ASSIGNMENT**. Except as otherwise provided herein, neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
16. **FORCE MAJEURE**. Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond the Party's control, including, but not limited to, an act of God, war, fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the other party of any such event.
17. **SEVERABILITY**. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
18. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
19. **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, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day, when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
  - 19.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners - Chief of Staff, 1200 North Telegraph, Pontiac, Michigan 48341.
  - 19.2. If Notice is sent to the Municipality, it shall be addressed and sent to:



Mayor Daniel Terbrack      City of Berkley  
2395 W. 12 Mile Road, Berkley, MI 48072

dterbrack@berkleymich.net

And

Chief Matt Koehn      Berkley PD      ahadfield@berkleypublicsafety.net  
Berkley Police Department, 2395 Twelve Mile Rd, Berkley, MI 48072

19.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

20. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan without giving effect to its conflict of law principles.
21. **JURISDICTION AND VENUE.** Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim(s) arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.
22. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties. The Parties agree that no such modification, rescission, waiver, release or amendment of any provision of this Agreement shall become effective against the County unless signed for by the Oakland County Board of Commissioners. The Parties further agree that this Agreement shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Agreement in any manner.
23. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between the Parties along with the Agreement Documents. In entering into this Agreement, Municipality acknowledges that it has not relied upon any prior or contemporaneous agreement, representation, warranty, or other statement by the County and/or any County Agent that is not expressly set forth in this Agreement, and that any and all such possible, perceived or prior agreements, representations, understandings, statements, negotiations, understandings and undertakings, whether written or oral, in any way concerning or related to the subject matter of this Agreement are fully and completely superseded by this Agreement.
  - 23.1. If there is a contradicting term or condition in any Exhibit to this Agreement, the Agreement controls.
  - 23.2. It is further agreed that the terms and conditions of this Agreement are contractual and binding and are not mere recitals. The Parties acknowledge that this Agreement contains certain limitations and disclaimers of liability.

**MUNICIPALITY:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Daniel Terbrack  
Mayor, City of Berkley

**AND / OR AUTHORIZED DELEGATES:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_

**BY:**  **DATE:** 10-17-22

Matt Koehn  
Chief, Berkley Police Department

**THE COUNTY OF OAKLAND**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

David T. Woodward  
Chairperson, Oakland County Board of Commissioners



# **OAKLAND COUNTY INTERLOCAL**

## **AGREEMENT BETWEEN**

### **OAKLAND**

### **COUNTY AND**

### **CITY OF BERKLEY**

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#### **EXHIBIT I: Financials, Scope of Services, and Reporting Obligations**

##### **Financials**

The County will provide \$7500.00 in grant funding through the Oakland County Gun Buyback Pilot Grant Program established per MR #22-295. All funds must be utilized in accordance with this Interlocal Agreement. To be eligible for the grant funding the Municipality agrees to host a Gun Buy Back event on October 22, 2022, or in the month of October 2022 for citizens to voluntarily dispose of guns that they no longer wish to possess or store.

##### **Scope of Services**

The Municipality agrees to adhere to all of the following, including but not limited to:

- The Gun Buy Back shall be for at least a 4-hour event timeframe and funding covers costs of planning, hosting, and administering gun buyback events.
- Municipality will utilize grant funds to purchase gift/gas cards to provide to participants<sup>1</sup> of the Gun Buy Back Pilot Grant Program.
- Municipality will also provide gun safety information or handouts including safe storage information. The Municipality will also perform demonstrations regarding gun safety.
- Municipality may also utilize grant funds for gifting participants trigger locks.
- Municipality must provide a mutually agreed upon post-event report as detailed in Reporting Obligations to the Oakland County Board of Commissioners within 60 days of the date of the Gun Buy Back event.

##### **Reporting Obligations**

Municipality shall forward a post-event report to the Oakland County Board of Commissioners detailing expenditures along with key data metrics on the Oakland County Gun Buyback Pilot Grant Program.

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<sup>1</sup> Participant for the purpose of this Interlocal is an individual who participates in the Gun Buy Back Pilot Program.

**A RESOLUTION**  
**of the Council of the City of Berkley, Michigan**  
**designating Saturday, December 3, 2022 for the**  
**Annual Holiday Parade and Tree Lighting Ceremony in Berkley**

**WHEREAS,** the Annual Berkley Christmas Parade was established by City Council and continues as a result of the hard work of the Berkley Holiday Parade Committee, which is dedicated to continuing this much anticipated Holiday event in Berkley; and

**WHEREAS,** in good spirit, the Berkley Holiday Committee seeks Council approval for use of certain City streets as it presents its Annual "Holiday Lights Parade" for the enjoyment of Berkley residents; and

**WHEREAS,** the Annual "Tree Lighting Ceremony" was also established by City Council in order to bring local residents together in the spirit of the Holiday Season. The Berkley Junior Women's Club intends to continue its tradition of sponsoring the Annual "Tree Lighting Ceremony" and a visit from Santa immediately following the parade on the front lawn of City Hall; and

**NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:**

**SECTION 1:** That the Council of the City of Berkley hereby designates Saturday, December 3, 2022 for the annual Holiday parade which will begin at 5:30 p.m. and all local residents are urged to assemble at 5:00 p.m., along the following parade route, to begin this festive evening welcoming the Holidays to Berkley: East on Twelve Mile Road from Cummings to the intersection of Twelve Mile Road and Coolidge; concluding at City Hall, where the parade will disband and the Tree Lighting Ceremony with commence.

**SECTION 2:** That the City of Berkley, in the County of Oakland, Michigan, will faithfully fulfill all permit requirements, and shall save harmless indemnify, defend and represent the Board against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permit(s) as issued.

**SECTION 3:** That the City Clerk is directed to forward a copy of this resolution to the Road Commission for Oakland County, on behalf of the City of Berkley, in the County of Oakland, Michigan for the necessary approval of the Berkley Holiday Committee to conduct said parade.

*Introduced and passed at a Regular City Council Meeting on Monday, October 17, 2022.*

Attest:

\_\_\_\_\_  
Daniel J. Terbrack, Mayor

\_\_\_\_\_  
Victoria Mitchell, City Clerk





**CITY OF BERKLEY**  
**COMMUNITY SPECIAL EVENT**  
**PERMIT APPLICATION DISPOSITION CHECKLIST**

Event Name: Holiday Lights Parade + Drive by Santa

Event Date(s) 12/3/22 Parade: Cummings Location(s) 1 mile Drive by: All of Berkley Event Hours 4pm-9pm Drive by: 11am-5p  
Bacon College

**ORGANIZATION:**


**Tax Exempt Status (as defined by the US Internal Revenue Service):**

Non-Profit 501(c)(3) N/A ☒ Other (specify) \_\_\_\_\_

**The following documents have been submitted:**

Completed application	<u>YES</u>	<u>NO</u>
Valid IRS tax exempt verification <u>N/A</u>	<u>YES</u>	<u>NO</u>
Financial report for the preceding fiscal year	<input checked="" type="checkbox"/> YES	<u>NO</u>
Proof of Commercial Liability Coverage <u>Eagle Rock</u>	<input checked="" type="checkbox"/> YES	<u>NO</u>
Estimated cost to execute the solicitation / event	<u>YES</u>	<u>NO</u>
Charitable Solicitation / Special Event Hold Harmless Agreement	<input checked="" type="checkbox"/> YES	<u>NO</u>

Application reviewed by: Public Safety M. K... 10-11-22 Public Works [Signature]

Comments: Building Official KA  
Community Development

**Presented to City Council:**

Date: \_\_\_\_\_ Approved: \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ Organization Notified \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ Date \_\_\_\_\_



City Clerk's Office  
3338 Coolidge Hwy.  
Berkley, MI 48072  
248-658-3300  
Fax: 248-658-3301  
www.berkleymich.org

Print Form

## CITY OF BERKLEY, MICHIGAN COMMUNITY SPECIAL EVENT APPLICATION

Name of Event: Berkley Holiday Lights Parade

Organization / Contact:

[Redacted Organization Name]

[Redacted] will be on [Redacted] someone else, then a letter of permission from the property owner must be submitted with the application.

Event Location:

If the event involves city streets or sidewalks, include a map showing the location.  
A petition from affected businesses may be required.

Dates and Hours of Event: Dec 3, 2022 4pm - 9pm.

How many employees or volunteers?

10-15

How will site be secured during off-hours?

Ø

What type of merchandise will be sold?

Ø

If you are selling food, include a copy of your receipt from Oakland County Health Department.

Ø

Will there be any electricity outside the building (e.g., extension cords, heaters, lights)?  
If yes, an electrical inspection by the City will be required after set up and before opening.

Ø

Include a Site Plan showing where merchandise will be sold, how pedestrian and vehicular traffic will circulate on the site.

Ø

What are your plans for set up and removal?

Ø

Tax Exempt Status (as defined by the US Internal Revenue Service):

Non-Profit ☐ 501.C3 ☐ Other (specify) ☐

Ø

Include the following documents:

- ☐ Internal Revenue Service tax exempt documentation for the organization.
- ☐ Organization's financial report for the preceding fiscal year.
- ☐ Proof of Commercial Liability Coverage on an "occurrence basis", naming the City of Berkley as additional insured, with no less than \$1,000,000 per occurrence and/or combined single limit, Personal Injury, Bodily Injury, and Property Damage.
- ☐ Liquor Liability, \$500,000 per occurrence and \$500,000 aggregate. (if applicable)
- ☐ Special Event Hold Harmless Agreement signed by an authorized representative

By Ordinance, each Community Special Event is limited to a maximum of 7 days.

Applications must be received at least 45 days prior to the event. Events involving the public right of way will require City Council approval. I understand that a representative of the organization will need to attend the City Council meeting. The City will notify me of the meeting date and time.

An application will be denied or an event shut down if complete and accurate information is not provided.

Cindea Coon  
Signature of Applicant

9/11/22  
Date

## APPROVALS

DEPARTMENT	Approve (YES/NO)	Signature	Date
Planning/Building	yes	LA [Signature]	10/11/21
Comments:			
Public Safety	yes	M. Lu [Signature]	10-1-22
Comments: TCO + JAT will be prepared Notify SMART, ambulance, and waste collection of any road closures.			
Public Works:	yes	[Signature]	10-13-22
Comments:			
Parks/Recreation			
Comments:			
City Clerk		Victoria Mitchell	10/5/2022
Comments:			
City Manager		[Signature]	10/10/22
Comments:			

### For City Use Only:

Date Application Received 9.29.22

Receipt Number PTU 22-0016

Received	Receipt Number	Date Received
Application Fee (\$200.00) <input checked="" type="checkbox"/>		
Clean up Bond (\$100.00) <input checked="" type="checkbox"/>		
Fee Waived <input checked="" type="checkbox"/>	City Manager's approval required	[Signature]

City Manager's Signature: [Signature] Date: 9/27/22

<b>IF APPLICABLE:</b>  Motion Number:  Conditions (if any):  Is fee to be reimbursed?
---



**CITY OF BERKLEY  
COMMUNITY SPECIAL EVENT  
HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement is between Holiday Lights Comm. (the Organization) and the City of Berkley, Michigan, (City) for the date(s) specified below.

Organization Name Berkley Holiday Lights Committee

Address [REDACTED]

City [REDACTED]

Event Name Holiday Lights Parade

Event Location(s) Cummings, Bacon, 12 mile, Coolidge, Rosemont Event Date(s) 12/3/2022

To the fullest extent permitted by law, the Organization expressly agrees to indemnify and hold harmless the City of Berkley, its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons participating in the above named event.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Organization or anyone acting on its behalf in connection with or incidental to this agreement. The Organization shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the Organization shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The Organization shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

Authorized Representative Cinda Coon Title Chairman  
(Please print)

Signature Cinda Coon Date 9/11/22

# CITY OF BERKLEY MICHIGAN

## TEMPORARY TRAFFIC CONTROL ORDER

(TCO NUMBER)

In accordance with the duly adopted Uniform Traffic Code for Cities, Townships, and Villages, the Traffic Engineer hereby issues the following Temporary Traffic Control Order.

Film Permit Applicant: Please provide the information requested in the shaded area. Submit this page with your application.

<b>PROJECT NAME:</b>	Holiday Lights Parade, Petting Zoo, Warming Station
<b>Location</b>	All of Berkley (Driveby) Parade: Cummins
<b>DATE/S/TIMES:</b>	Petting Zoo - Clarks 12 mile Warming Station - Griffith Coolidge Carriage Rides - Rosemont N of 12 Dec 3, 2022 11 am - 9 pm.
<b>RESPONSIBLE PARTY:</b>	
<b>Name:</b>	Cinda Coon
<b>Street Address:</b>	
<b>City/State/ZIP:</b>	
<b>Contact Phone:</b>	
<b>Email address:</b>	

Horse Carriage Rides + Drive by Santa

**For Official Use Only:**

<b>Action required by City :</b>	
<i>(Attach additional pages if needed)</i>	

Approved by: (Print name and title below)	Signature:	Date:
Public Safety	M. Kue	12-11-22
Public Works		
Building Official		

**\*\*Original - Traffic Control File**

**Return copy of completed form to City Clerk's Office**



**CITY OF BERKLEY MICHIGAN**

**TRAFFIC CONTROL ORDER**

**T-44-22**

In accordance with the duly adopted Uniform Traffic Code for Cities, Townships, and Villages, the Traffic Engineer hereby issues the following Traffic Control Order.

**PURPOSE:** Annual Berkley Holiday Lights Parade

**LOCATION:** Twelve Mile from Greenfield to Coolidge.  
Coolidge from Beverly to Edwards

**DATE:** Saturday, December 3, 2022  
5:00pm to 7:30pm

**ACTION:** Twelve Mile Road to be closed at 5:00pm for the Annual Holiday Lights Parade. Twelve Mile Rd. to be shutdown at Greenfield to Coolidge, prohibiting east and west traffic. Coolidge to be closed at southbound Coolidge at Edwards and northbound Coolidge at Beverly. All north/south side streets between Coolidge and Greenfield to be shutdown to prohibit traffic from entering Twelve Mile. Traffic will be allowed north on Coolidge from west bound Twelve Mile.

Public Works to place appropriate barricades, road closed ahead and other needed signage. Temporary No Parking signs to be placed on west side of side streets in effected area from Beverly to Edwards as well as on south side of Beverly and south side of Edwards.

Upon completion of parade, Twelve Mile road will be reopened and Coolidge will remain shut down from Beverly to 12 Mile until completion of activity events at City Hall.

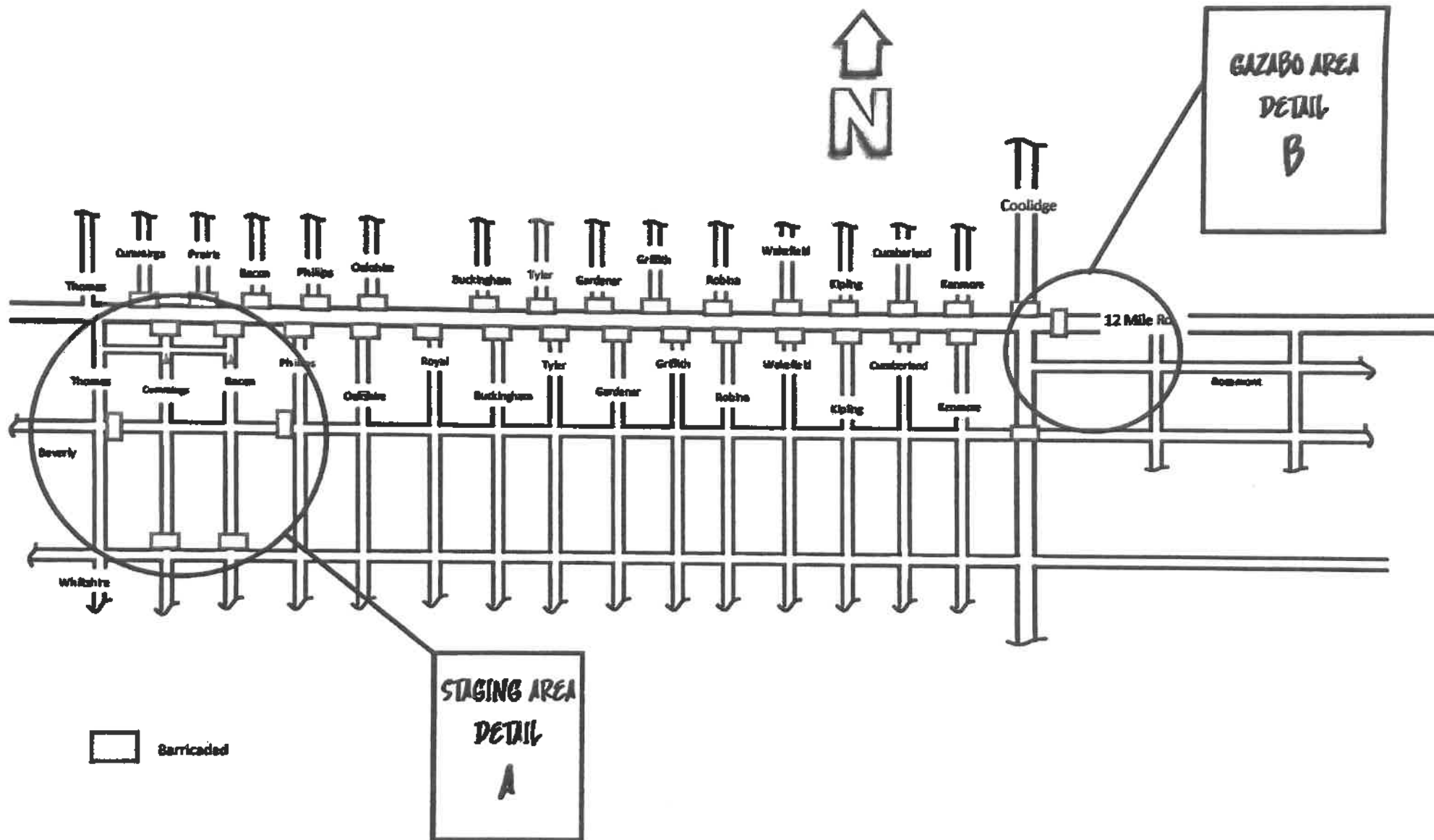
Public Safety to enforce and direct traffic as needed.



Matthew Koehn  
Berkley Public Safety Director  
October 12, 2022

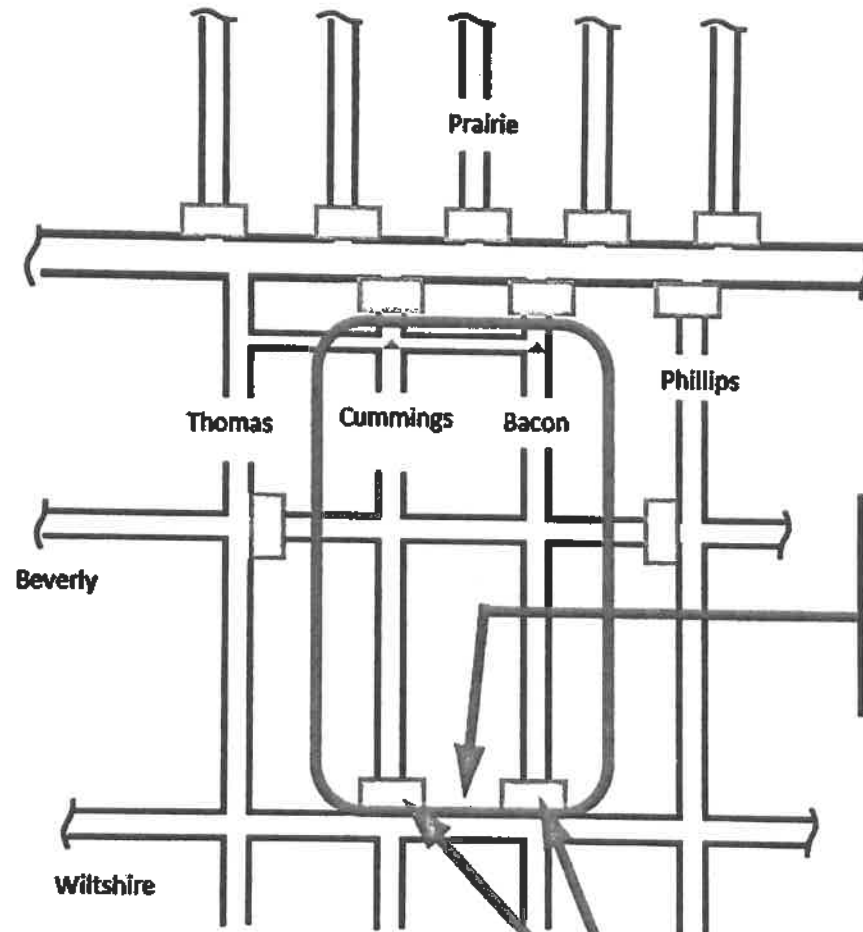
**Distribution Copies**

1. Public Works Director/Deputy Traffic Engineer
2. Public Safety Director
3. Original – Traffic Control File





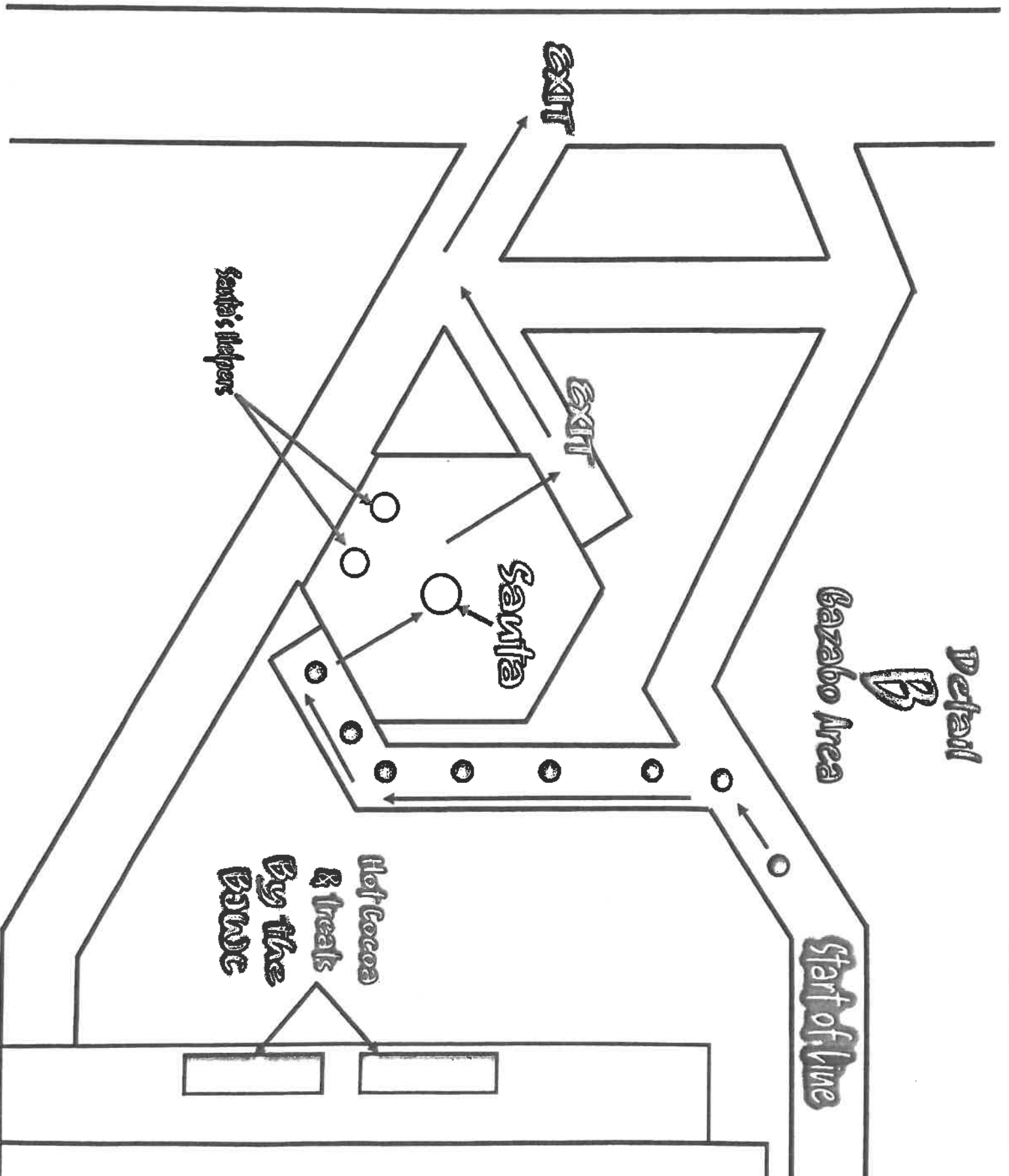
# Detail A Staging Area



-  Barricades
-  Cones

Uniformed Officer  
To handle any issues with people  
trying to get beyond the barrier

Volunteer Staging Director  
At Barricade to guide parade participants to  
their location for line up location for parade.



## **2021 Parade Treasurer's Report Year End Summary**

### **Income:**

Berkley Chamber Donation	\$1,000.00
DDA Donation	\$500.00
Blamey Stone: Petting Zoo Sponsor	\$1,200.00
Resident Donation	\$50.00
City of Berkley Budget Donation	\$5,000.00
<b>Total Fundraising Income:</b>	<b>\$7,750.00</b>

### **Expenses:**

PO Box Renewal	\$146.00
Postage, Envelopes & Labels for mailings	\$78.20
Santa Parade Fee	\$500.00
Eagle Rock Insurance: Donated, approx value \$500	\$0.00
Jays Septic Porta Potties – 2	\$412.00
Camelot Farms Carriages	\$1,000.00
Petting Zoo	\$1,125.00
Marching Bands( 2 – BHS & Sfld)	\$1,600.00
Banner Carriers / Volunteer Groups	\$140.00
<b>Total Expenses:</b>	<b>\$5,001.20</b>



**Berkley Holiday Committee**  
**Treasurer's Report – January 15, 2022**

Balance as of October 27, 2021 **\$7,763.22**

**Income:**

Deposit: 11/18/2021 Chamber & DDA Donations, Resident donation

Deposit: 12/14/21 Blamey Stone sponsor donation

Deposit: 1/15/22 City of Berkley Budget Contract

**Deposits:**

**\$1,550.00**

**\$1,200.00**

**\$5,000.00**

**Total Income \$7,750.00**

**Expenses:**

Check # 1525: Postage Stamps

**\$23.20**

Check # 1526: Camelot Farms – 2 Horse Carriages

**\$1,000.00**

Check #1527: Carousel Acres Petting Zoo

**\$1,125.00**

Check #1528: Santa Parade Appearance

**\$500.00**

Check # 1529: Southfield Marching Band

**\$1,000.00**

Check # 1530: BHS Marching Band

**\$600.00**

Check #1531: BHS Rugby Club Donation (banner carriers)

**\$140.00**

Check #1532: Jays Septic (porta potties)

**\$412.00**

**Total Expenses \$4,800.20**

**Balance as of January 15, 2022 \$10,713.02**

**Sponsors/Banners:**

**2021**

Berkley Chamber of Commerce (Sleigh Sponsor)

**\$1,000.00**

DDA

**\$500.00**

Blamey Stone

**\$1,200.00**

**Not Contacted for Sponsorship Funds in 2022**

DTE

Berkley Animal Clinic

Shanbom

24 Seconds

Comfort Plus

Sawyer Fuller

Bigger Daves

McCourts

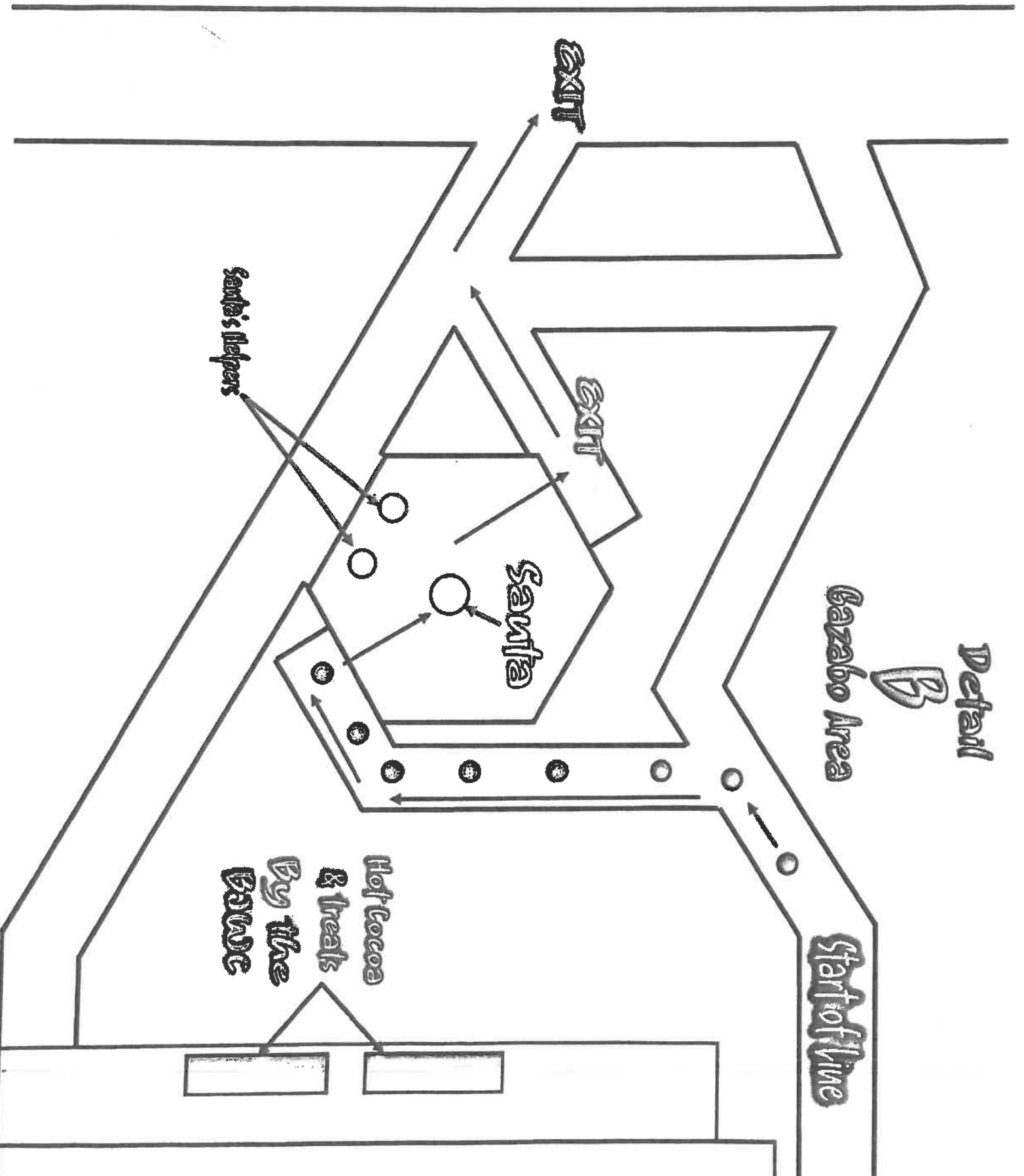
Omares

Berkley Marathon

Northpointe Foot & Ankle

Nova Chiropractic

Amic's





**CITY OF BERKLEY**  
**COMMUNITY SPECIAL EVENT**  
**PERMIT APPLICATION DISPOSITION CHECKLIST**

Event Name: Annual Holiday Tree Lighting Ceremony

Event Date(s)

12/3/02

Location(s)

Gazebo - City Hall

Event Hours

4pm - 9pm

**ORGANIZATION:**

Organization Name:

Berkley Jr Women's Club

Headquarters Street Address:

City:

Berkley

State:

Zip Code:

Phone:

Website:

Tax Exempt Status (as defined by the US Internal Revenue Service):

Non-Profit

501(c)(3)

N/A

☒ Other (specify)

The following documents have been submitted:

Completed application

☒ YES ☐ NO

Valid IRS tax exempt verification

☒ YES ☐ NO

Financial report for the preceding fiscal year

☐ YES ☐ NO

Proof of Commercial Liability Coverage EagleRock

☒ YES ☐ NO

Estimated cost to execute the solicitation / event

☐ YES ☐ NO

Charitable Solicitation / Special Event Hold Harmless Agreement

☐ YES ☐ NO

Application reviewed by:

Public Safety

M. Kn 10-11-22

Public Works

[Signature]

~~Building Official~~

Planning 10-14-22

Comments:

Presented to City Council:

Date:

Approved:

☐ YES ☐ NO

Organization Notified

☐ YES ☐ NO

Date



**CITY OF BERKLEY  
COMMUNITY SPECIAL EVENT  
HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement is between Berkley Jr Women's Club (the Organization) and the City of Berkley, Michigan, (City) for the date(s) specified below.

Organization Name Berkley Junior Women's Club  
Address [REDACTED]  
City [REDACTED]  
Event Name Annual Holiday Tree Lighting Ceremony  
Event Location(s) Gazebo and City Hall Event Date(s) 12/3/22

To the fullest extent permitted by law, the Organization expressly agrees to indemnify and hold harmless the City of Berkley, its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons participating in the above named event.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Organization or anyone acting on its behalf in connection with or incidental to this agreement. The Organization shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the Organization shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The Organization shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

Authorized  
Representative

Cinda A Coon  
(Please print)

Title

President

Signature

Cinda A Coon

Date

9/17/22



City Clerk's Office  
 3338 Coolidge Hwy.  
 Berkley, MI 48072  
 248-638-3300  
 Fax: 248-638-3301  
 www.berkleymi.org

Print Form

# CITY OF BERKLEY, MICHIGAN COMMUNITY SPECIAL EVENT APPLICATION

Name of Event: Annual Holiday Tree Lighting Ceremony

Organization / Contact:

Name of Organization: Berkley Jr. Women's Club Contact's Name: Cinda Coon

Address: [Redacted] Contact: [Redacted]

*If event will be on private property owned by someone else, then a letter of permission from the property owner must be submitted with the application.*

Event Location:

*If the event involves city streets or sidewalks, include a map showing the location.  
 A petition from affected businesses may be required.*

Dates and Hours of Event: Saturday Dec. 3, 2022 4pm-9pm

How many employees or volunteers? 15

How will site be secured during off-hours? N/A

What type of merchandise will be sold? N/A

If you are selling food, include a copy of your receipt from Oakland County Health Department. N/A

Will there be any electricity outside the building (e.g., extension cords, heaters, lights)?  
 If yes, an electrical inspection by the City will be required after set up and before opening.

Include a Site Plan showing where merchandise will be sold, how pedestrian and vehicular traffic will circulate on the site. N/A

What are your plans for set up and removal?

Tax Exempt Status (as defined by the US Internal Revenue Service):

Non-Profit ☐ 501.C3 ☒ Other (specify) ☐

Include the following documents:

- ☐ Internal Revenue Service tax exempt documentation for the organization.
- ☐ Organization's financial report for the preceding fiscal year.
- ☐ Proof of Commercial Liability Coverage on an "occurrence basis", naming the City of Berkley as additional insured, with no less than \$1,000,000 per occurrence and/or combined single limit, Personal Injury, Bodily Injury, and Property Damage.
- ☐ Liquor Liability, \$500,000 per occurrence and \$500,000 aggregate. (If applicable)
- ☐ Special Event Hold Harmless Agreement signed by an authorized representative

By Ordinance, each Community Special Event is limited to a maximum of 7 days.

Applications must be received at least 45 days prior to the event. Events involving the public right of way will require City Council approval. I understand that a representative of the organization will need to attend the City Council meeting. The City will notify me of the meeting date and time.

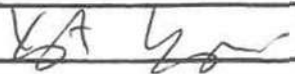
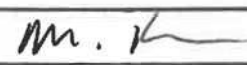
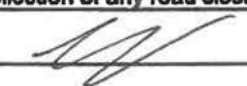
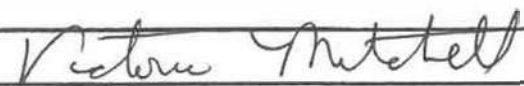

An application will be denied or an event shut down if complete and accurate information is not provided.

Cinda A Coon  
 Signature of Applicant

9/17/22  
 Date




## APPROVALS

DEPARTMENT	Approve (YES/NO)	Signature	Date
Planning/Building	Yes		10-14-22
Comments:			
Public Safety	Yes		10-11-22
Comments:			
Notify SMART, ambulance, and waste collection of any road closures.			
Public Works:	Yes		10-13-22
Comments:			
Parks/Recreation			
Comments:			
City Clerk	Yes		10-13-22
Comments:			
City Manager	Yes		
Comments:			

### For City Use Only:

Date Application Received \_\_\_\_\_

Receipt Number PT1122-0017

Received	Receipt Number	Date Received
Application Fee (\$200.00) <input type="checkbox"/>		
Clean up Bond (\$100.00) <input type="checkbox"/>		
Fee Waived <input checked="" type="checkbox"/> City Manager's approval required		

City Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>IF APPLICABLE:</b>  Motion Number: _____  Conditions (if any): _____  Is fee to be reimbursed? _____
---

October 17, 2022 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember  
\_\_\_\_\_ to award the 2022-2023 Preventative Pavement Maintenance Contract  
to the lowest qualified bidder, SJR Pavement Repair in the amount of \$82,220 with an additional  
\$14,222 held in reserve for contingency and engineering costs for a total cost of \$96,442.

Ayes:

Nays:

Motion:



## Transmittal Memo

To: Matthew Baumgarten, City Manager  
Cc: Mark Pollock, Finance Director  
From: Shawn Young, DPW Director  
Date: September 27<sup>th</sup>, 2022  
Subject: 2022-2023 Preventative Pavement Maintenance Contract Award

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For several years now, the City of Berkley has had a Preventative Pavement Maintenance Program. This work has primarily included several different types of repairs including Join Sealing, Spray Patch Repairs, and Asphalt Overbanding. With this proposed contract we are looking to add Asphalt Mastic Repairs to the list.

Electronic Bids were received via Bidnet/Mitn on October 5<sup>th</sup>, 2022 from 2 separate qualified contractors. The bid tab is included with the council packet.

We agree with the recommendation for HRC and propose to award the contract to the lowest qualified bidder SJR pavement Repair, Inc at a cost of \$82,220.00 with an additional \$14,222.00 held in reserve for engineering and contingency costs. The total cost of this contract award is not to exceed \$96,220.00.

Funds were allocated both in Major Streets (202-464-818-000 Contractual Services) and (202-464-821-010 Engineering) as well as Local Streets (203-464818-000 Contractual Services) and (202-464-821-010 Engineering)

Please feel free to contact me with any questions or concerns.



**MAILING:** PO Box 824  
Bloomfield Hills, MI 48303-0824  
**SHIPPING:** 555 Hulet Drive  
Bloomfield Hills, MI 48302-0360  
**PHONE:** 248-454-6300  
**WEBSITE:** hrcengr.com

October 11, 2022

City of Berkley  
3338 Coolidge Highway  
Berkley, Michigan 48072

Attn: Shawn Young, DPW Director  
Matthew Baumgarten, City Manager

Re: Recommendation for Award and Bid Tabulation  
2022-2023 Preventive Pavement Maintenance Program

HRC Job No. 20220637

Gentlemen:

We have reviewed the bids received on October 5, 2022 for the 2022-2023 Preventive Pavement Maintenance Program and have found them to be in order. There were two (2) bids received, and the low bidder was SJR Pavement Repair, Inc. of Warren, Michigan, with a total bid of **\$82,220.00**. Please refer to the attached Bid Tabulation for an itemized bid breakdown of the bidders.

This project consists of spray patch applications, overband crack fill, and asphalt mastic. Overband crack fill and asphalt mastic will be applied to major roads throughout the City, and spray patch will be applied to various local roads. The exact locations of the proposed rehabilitation will be determined after the bids are received.

The low bidder has previously completed pavement maintenance projects for the City of Berkley and submitted other satisfactory references.

Based on the above, this office recommends award of the Contract to SJR Pavement Repair, Inc. of Warren, Michigan, with a total bid of **\$82,220.00**, subject to the submission of the necessary bonds and insurance, which comply with the contract specifications. We also recommend that an additional 10% construction contingency (**\$8,222.00**) be added to the low bid amount. In addition, HRC proposes a not-to-exceed Construction Engineering budget of **\$6,000.00** also be adopted. A breakdown of the construction engineering costs is included in an attachment with this letter.

Based on the above, HRC recommends the City approve the total project construction budget for the 2022-2023 Preventive Pavement Maintenance Program of **\$96,442.00** (not-to-exceed maximum, including costs for contingencies and construction engineering).

Enclosed, please find a copy of the Bid Tabulation for your records. If you have any questions or require any additional information, please contact the undersigned.

Delhi Township  
2101 Aurelius Rd.  
Suite 2A  
Holt, MI 48842  
517-694-7760

Detroit  
535 Griswold St.  
Buhl Building, Ste 1650  
Detroit, MI 48226  
313-965-3330

Grand Rapids  
1925 Breton Road SE  
Suite 100  
Grand Rapids, MI 49506  
616-454-4286

Howell  
105 W. Grand River  
Howell, MI 48843  
517-552-9199

Jackson  
401 S. Mechanic St.  
Suite B  
Jackson, MI 49201  
517-292-1295

Kalamazoo  
834 King Highway  
Suite 107  
Kalamazoo, MI 49001  
269-665-2005

Lansing  
215 S. Washington SQ  
Suite D  
Lansing, MI 48933  
517-292-1488

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Roland N. Alix, P.E.  
Vice President



Edward D. Zmich  
Project Engineer/Manager

EDZ/mas

Attachment: Bid Tabulation  
pc: HRC; R. DeFrain; M. Grazioli, File



BID TABULATION  
2022-2023 PREVENTIVE PAVEMENT MAINTENANCE PROGRAM  
CITY OF BERKLEY

BIDS DUE: OCTOBER 5, 2022  
HRC JOB NO: 20220637

SJR Pavement Repair, Inc  
22120 Ryan Rd  
Warren, MI 48091  
(248) 914-0818

Michigan Joint Sealing, Inc  
28830 W 8 Mile, Ste 103  
Farmington Hills, MI 48336  
(248) 476-4120

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost
1 Mobilization (Max 5%)	1	LS	\$0.00	\$0.00	\$100.00	\$100.00
2 Spray Patch Road Repairs	130	ton	\$350.00	\$45,500.00	\$430.00	\$55,900.00
3 Overband Crack Fill, Lane	7	Ln	\$3,000.00	\$19,500.00	\$2,190.00	\$14,235.00
4 Asphalt Mastic Repair	4,200	Lft	\$3.50	\$14,700.00	\$5.85	\$24,570.00
5 Maintaining Traffic (Includes Flag Control)	1	LS	\$1,000.00	\$1,000.00	\$2,700.00	\$2,700.00
6 Observation Crew Days	_____	Day	2	\$1,520.00	14	\$10,640.00
<b>TOTAL BID AMOUNT:</b>				<b>\$82,220.00</b>		<b>\$108,145.00</b>

ENGINEER:  
Hubbell, Roth & Clark, Inc.  
555 Hulet Dr  
P.O. Box 824  
Bloomfield Hills, MI 48303-0824

**CITY OF BERKLEY**  
**“Preventative Pavement Maintenance”**  
**For the Department of Public Works**  
***Bid Opening: Wednesday, October 5, 2022 @ 2 PM***

<b><u>Business Name</u></b>	<b><u>Address</u></b>	<b><u>Bid</u></b>	<b><u>References</u></b> <b><u>Non-Collusive Affidavit</u></b> <b><u>Non-Discrimination</u></b> <b><u>Bid Bond</u></b>	<b><u>Conflict of Interest</u></b> <b><u>Hold Harmless</u></b> <b><u>Iran Affidavit</u></b>
Michigan Joint Sealing, Inc.	28830 W. 8 Mile Road Suite 103 Farmington Hills, MI 48336	\$108,145.00	Y/Y/Y/Y	Y/Y/Y
SJR Pavement Repair, Inc.	22120 Ryan Road Warren, MI 48091	\$82,220.00	Y/Y/Y/Y	Y/Y/Y

October 17, 2022 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to authorize the City Manager to approve the proposal from Fishbeck to provide professional services to conduct a parking study and strategic planning at a cost of \$32,000 to be split evenly with the Downtown Development Authority. Funds from this expenditure will come from account 101-801-817-000.

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:** Community Development Department Annual Report

**Date:** October 13, 2022

---

The Community Development Department in conjunction with the Downtown Development Authority's Executive Director have reviewed bids solicited for the completion of a City-wide Parking Study and Strategic Plan for all uses other than single-family residential. This will encompass the area covered by the Downtown Development Authority where the study will:

- 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. The plan will include specific implementation options and schedules.

The study will also include recommendations for uses outside of the Downtown including the corridors of Eleven Mile Road, Greenfield Road, Woodward Avenue and Twelve Mile Road. In these areas the study will provide interim steps and long-term goals to meet current and future parking needs. The plan will include specific implementation options and schedules.

Overall the study will 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.

There are two optional items included in the bid. The GIS-based data inventory and parking occupancy data collection is an enhanced parking inventory and utilization analysis that would replace the standard practice which would allow the City to conduct parking counts on an ongoing basis. Staff did not feel this item was necessary at this time and we are confident the standard methods of parking inventory and utilization analysis will accomplish our goals. The second optional service was for an online public survey in addition to the public workshops proposed. The survey is meant to capture specific demographic and transportation mode data points for users of Berkley's commercial corridor. Staff also felt that this information was not necessary to meet the study goals.

---

The total cost of the project (excluding optional enhancements) is \$32,000 and would be shared as a 50/50 split with the Downtown Development Authority, who approved their portion of the cost at their October 12, 2022 meeting.

## Professional Services Agreement

**PROJECT NAME** City of Berkley/City-Wide Parking Study and Strategic Plan  
**FISHBECK CONTACT** Jon Forster  
**CLIENT** City of Berkley  
**CLIENT CONTACT** Kristen Kapelanski  
**ADDRESS** 3338 Coolidge Hwy, Berkley, MI 48072

Client hereby requests and authorizes Fishbeck to perform the following:

**SCOPE OF SERVICES:** Parking Study & Strategic Planning

**AGREEMENT.** The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services, attached.
- ☒ Proposal dated September 9, 2022
- ☐ Other:

**METHOD OF COMPENSATION:**

- ☒ Lump Sum for Defined Scope of Services
- ☐ Hourly Billing Rates plus Reimbursable Expenses
- ☐ Other:

**Budget for Above Scope of Services:** Thirty-Two Thousand Dollars (\$32,000)

**ADDITIONAL PROVISIONS (IF ANY):**

**APPROVED FOR:**

City of Berkley

**BY:** \_\_\_\_\_

**TITLE:** City Manager

**DATE:** October 18, 2022

**ACCEPTED FOR:**

Fishbeck

**BY:**  \_\_\_\_\_

**TITLE:** Senior Vice President

**DATE:** October 4, 2022



1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

## End of Terms and Conditions for Professional Services



# CITY OF BERKLEY

## CITY-WIDE PARKING STUDY AND STRATEGIC PLAN

SOLICITATION #2022-08 | SEPTEMBER 9, 2022



September 9, 2022

Kristen Kapelanski, Community Development Director  
Matthew Baumgarten, City Manager  
City of Berkley  
3338 Coolidge Highway  
Berkley, MI 48072

## **Professional Parking Consulting Services** **City-wide Parking Study and Strategic Plan | Solicitation #2022-08**

Dear Ms. Kapelanski and Mr. Baumgarten:

Berkley has seen a lot of change in almost 200 years of history. Starting with dairy farms in the early 1800s to industrial booms in the 1920s and 1950s, Berkley has been a great place to live with a large portion of city property dedicated to single family housing and neighborhoods. As the city has grown, so has downtown along Twelve Mile Road and Coolidge Highway, and more recently along other commercial corridors. As a landlocked city, Berkley has to grow smart and change according to resident needs while maintaining what makes the City a great place to live and work.

The goals outlined in the RFP address the current parking conditions while developing flexible future parking and mobility planning. The recently completed City Master Plan and Downtown Master Plan provide the goals and structure for a successful parking program. This City-wide Parking Study and Strategic Plan will provide the data and tools to support Berkley's vision and continued success. We appreciate the investment the City is making in developing a Parking Strategic Plan. The Fishbeck team can bring lasting value to the City with recommendations that can be implemented and accepted by the community.

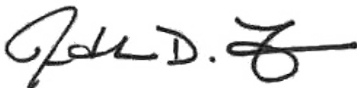
Established in 1956, Fishbeck is a 100-percent employee-owned firm with 14 offices throughout Michigan, Ohio, and Indiana. Our range of services and integrated project approach provide our clients with specifically suited, innovative solutions. We are committed to delivering exceptional service, outstanding technical quality, and establishing long-term client relationships. Working from our Grand Rapids, Michigan office, Jon Forster, CAPP will lead the parking feasibility study effort.

Jon Forster, CAPP, Parking Planner  
Fishbeck | 1515 Arboretum Drive SE, Grand Rapids, MI 49546  
616.330.5233 | [jforster@fishbeck.com](mailto:jforster@fishbeck.com) | [www.fishbeck.com](http://www.fishbeck.com)

Fishbeck is joined by McKenna Associates. Also a Michigan based firm, McKenna will provide zoning and economic development planning and expertise. Our project team specializes in developing parking plans for growing communities that include current concepts and technologies without losing the character of their city.

We are excited about the possibility of partnering with the City of Berkley and consider it the basis of a collaborative experience that will lead to outstanding results. We hope you view our submittal as the beginning of a productive dialogue in your search for a team best-suited to work with the City on your parking needs. We would greatly appreciate the opportunity to further discuss and demonstrate our qualifications and project approach!

Sincerely,



**Jon Forster, CAPP**  
Parking Planner



**Robert E. Pomeroy, AIA**  
Senior Vice President/Principal

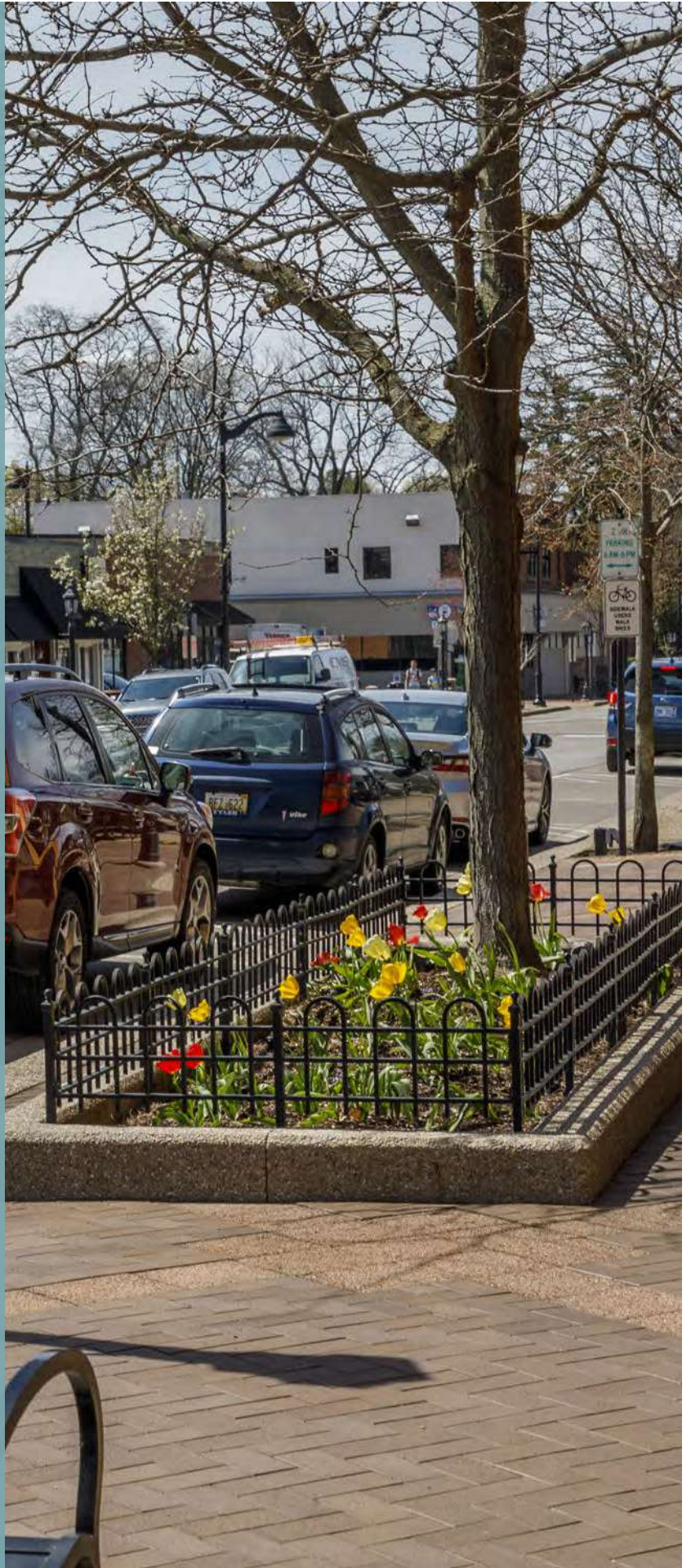
# TABLE OF CONTENTS

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01	—	FIRM OVERVIEW	4
02	—	PROJECT APPROACH + VISION	9
03	—	KEY PERSONNEL	12
04	—	EXPERIENCE	19
05	—	REFERENCES	30
06	—	SCOPE OF SERVICES	32
07	—	PROPOSED FEE	39
08	—	REQUIRED FORMS	41

01

## FIRM OVERVIEW





# FISHBECK OVERVIEW

## FISHBECK

1515 Arboretum Drive SE  
Grand Rapids, MI 49546  
616.575.3824

## COMPANY TYPE

100% employee-owned corporation

## TAX IDENTIFICATION

# 38-1841857

## ESTABLISHED

1956

## TOTAL PERSONNEL

520+

## WEBSITE

[www.fishbeck.com](http://www.fishbeck.com)

## LEED EXPERIENCE

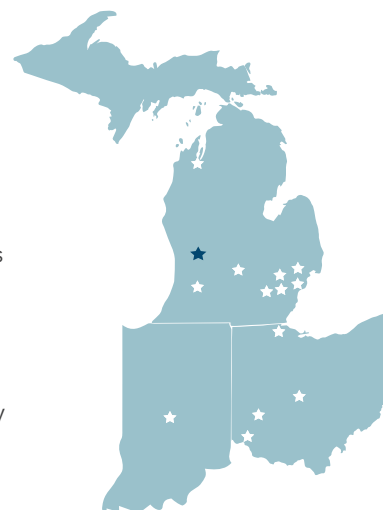
40+ LEED APs

85+ LEED-certified facilities

## HISTORY

Fishbeck is a professional architectural/engineering, civil engineering, environmental, and construction services consulting firm that serves governmental, educational, healthcare, commercial, industrial, and private clients. Our range of services and integrated project approach provides our clients with specifically suited, innovative designs. We are committed to delivering exceptional service, outstanding technical quality, and establishing long-term client relationships, and our design specialists are dedicated to providing creative, value-driven services.

Fishbeck is a Michigan-based firm headquartered in Grand Rapids with 13 regional offices. Our staff routinely travel between multiple offices and perform site work at remote locations throughout Michigan, Ohio, Indiana, and beyond. Having a regionally dense network of offices allows us to maintain a high level of local client service and efficiency. Fishbeck's Grand Rapids office would be designated as the primary office associated with this contract.



### ARCHITECTURE/ ENGINEERING

- Architecture
- Mechanical
- Electrical
- Structural
- **Parking Planning, Design, and Restoration**
- Interior Design
- Systems Commissioning
- Indoor Air Quality
- Master Planning
- Facility Condition Assessment
- Energy Assessment

### INFRASTRUCTURE ENGINEERING

- Site Development
- Transportation
- Geospatial Services
- Water Distribution
- Water Supply/Treatment
- Water Storage
- Watershed Management
- Wastewater Collection
- Wastewater Treatment
- Asset Management
- Stormwater Management

### ENVIRONMENTAL

- Remediation
- State and Federal Environmental Program Assistance
- Air Quality
- Brownfield Redevelopment
- Water Resources
- Industrial Hygiene
- Asbestos/Lead Management
- Environmental Site Assessment
- Due Diligence

### CONSTRUCTION

- Construction Management
- Design/Build
- Cost Estimating
- Scheduling
- Preconstruction
- Reconstruction and Cost Reduction Studies

## PHILOSOPHY + CORE VALUES

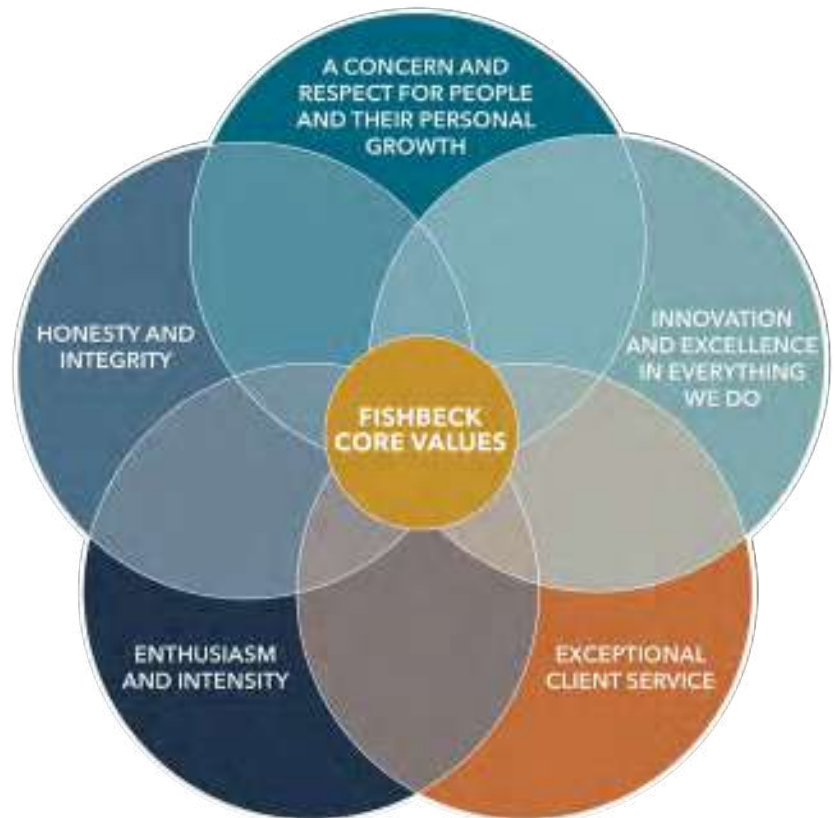
Fishbeck is a 100-percent employee-owned corporation that believes in the straightforward philosophy of providing outstanding service to our clients with our core values being:

- Enthusiasm and intensity
- Honesty and integrity
- Innovation and excellence in everything we do
- A concern and respect for people and their personal and professional growth

These four values result in the **most important value: EXCEPTIONAL CLIENT SERVICE.**

At Fishbeck, **our core purpose** is to “help people realize their visions while benefiting society.” Fishbeck’s **mission** is to meet our clients’ needs and achieve our business goals in a manner that exemplifies our core values. Our mission basics include:

- Provide innovative and excellent service within budget.
- Work in a supportive and synergistic way with other team members of all disciplines.
- Consider the client a project team member.
- Know the program requirements and meet them in the simplest, most constructible, cost-effective manner.
- Align expectations with clients’ needs, budgets, and the scope of our services.
- Conduct QA/QC reviews at appropriate milestones to maximize client value.



## WHY FISHBECK

- Fishbeck’s team is **dedicated to providing exceptional service** to meet the City’s needs. Commitment to your mission is our number one priority.
- Our **excellent communication** gives us the ability to hit the ground running and work collaboratively throughout your entire project.
- Our team has **extensive parking planning experience**.
- Fishbeck’s parking staff are **nationally-recognized parking planners and designers** with projects across the country.
- We will bring **creative, innovative, and integrated planning and design solutions** for the City of Berkley.
- We want to successfully meet the City’s parking needs and expectations.





# PARKING AND MOBILITY PLANNING

AVENUE RAMP

8'-2" CLEARANCE 8'-2"

## Solutions for the first and last mile connections.

**Quick, safe, cost effective...keys to a great trip!** Every organization has to manage their parking and transportation needs. It may be a couple of parking spaces for staff or thousands of people coming to your location each day. Easy to find, hassle free, and sustainable options are necessary to maximize your current mobility assets and plan for a changing future.

The Fishbeck parking and mobility planning team deliver solutions for the first and last mile that provide access to where you want to go. Whether it's your first parking project or you need a sophisticated technical application, Fishbeck can help you identify your core needs, develop an action plan, and implement a successful solution.

### SERVICES

- Parking Studies
- Supply and Demand Analysis
- Shared Parking Analysis
- Site Feasibility Studies
- GIS Mapping and Analysis
- Curbside Management
- On-street Parking
- Workshop Facilitation
- Public Input Process
- Operational Assessments
- Market Analysis
- Financial Feasibility
- Access Control
- Payment Systems
- PARKSMART Green Facility Certification
- Pedestrian Access
- ADA Planning and Compliance
- Master Plans
- Signage and Wayfinding



### SERVICE SECTORS

Commercial Corridors  
Municipal  
Education  
Downtown  
Medical  
Residential  
Airport



# Firm Profile - McKenna



McKenna's downtown Northville, Michigan headquarters is a repurposed Ford Motor Company plant. Our workspaces reflect McKenna's commitment to our people, our communities, and sustainable design.

McKenna's team of talented planning, design and building professionals help municipal leaders develop and maintain communities for real life. From street festivals, neighborhood parks, and storefronts, to parking spots, coffee shops, and farmers' markets, we want your community to thrive. Headquartered in Northville, Michigan, McKenna provides planning, zoning, landscape architecture, community and economic development and urban design assistance to cities, villages, towns, counties, and regional agencies, as well as select private clients. Our success can be measured by the physical improvements to hundreds of McKenna client communities, and by our 44-year record of client satisfaction and on-time, on-budget delivery.

McKenna currently provides project services to more than 85 communities and private land investors across the country, primarily in the Midwest. Anticipating and responding to change is a major distinction of McKenna's practice. Our innovation and depth of experience is a resource for public and private decision-makers; we are a corporation of 20-plus planners, building code experts, urban designers, and landscape architects formed under the laws of Michigan on May 2, 1978.

## PRINCIPALS

John Jackson, AICP  
President  
(313) 690-1966  
JJackson@mcka.com

Paul Lippens, AICP  
Vice President  
(734) 218-2131  
PLippens@mcka.com

### HEADQUARTERS

235 East Main Street  
Suite 105  
Northville, MI 48167  
O 248.596.0920  
F 248.596.0930

### GRAND RAPIDS

124 East Fulton Street  
6th Floor, Suite B  
Grand Rapids, MI 49503  
O 248.596.0920  
F 248.596.0930

### KALAMAZOO

151 South Rose Street  
Suite 920  
Kalamazoo, MI 49007  
O 269.382.4443  
F 248.596.0930

[MCKA.COM](http://MCKA.COM) | [INFO@MCKA.COM](mailto:INFO@MCKA.COM)



02

**PROJECT APPROACH  
AND VISION**

WRO  
WA



# PROJECT APPROACH + VISION

Parking and mobility demands continually evolve. We no longer need a place to tie up our horse, but we do need charging stations to keep our electric vehicles moving. Proactive communities work to identify and adjust to meet the changing needs of their citizens and visitors. Berkley seeks to find solutions to solve today's problems, but also to plan for future parking and transportation needs. The proposed City-wide Parking Study and Strategic Plan will help the City determine the specific parking issues and develop options to provide a flexible parking framework going forward. The plan will support Berkley's master planning and redevelopment efforts of the past few years.

The Fishbeck team specializes in assessing the parking and transportation situations in mid-sized municipalities. Communities similar to Berkley require an approach specific to their demographics and travel habits. Berkley is not just another Woodward Avenue suburb, it is unique in character, community resources, and parking needs. Fishbeck has included a thorough public engagement process so the recommendations in the Parking Study will consider the fabric of the community as well as current demands and future parking and transportation considerations. The final report will present a parking plan specific to Berkley, that embodies the people and places that make Berkley special.

Fishbeck is teamed with McKenna Associates to provide guidance on zoning and policy that impacts parking, but also affects livability, economic development, and promotes a high quality of life community. Our combined team has parking operational experience, an extensive planning background, multiple project implementations, and a strong understanding of how policy affects residents and visitors' daily lives. Special consideration will be given to the impact on the single-family home neighborhoods and maintaining the sense of community they bring to Berkley.

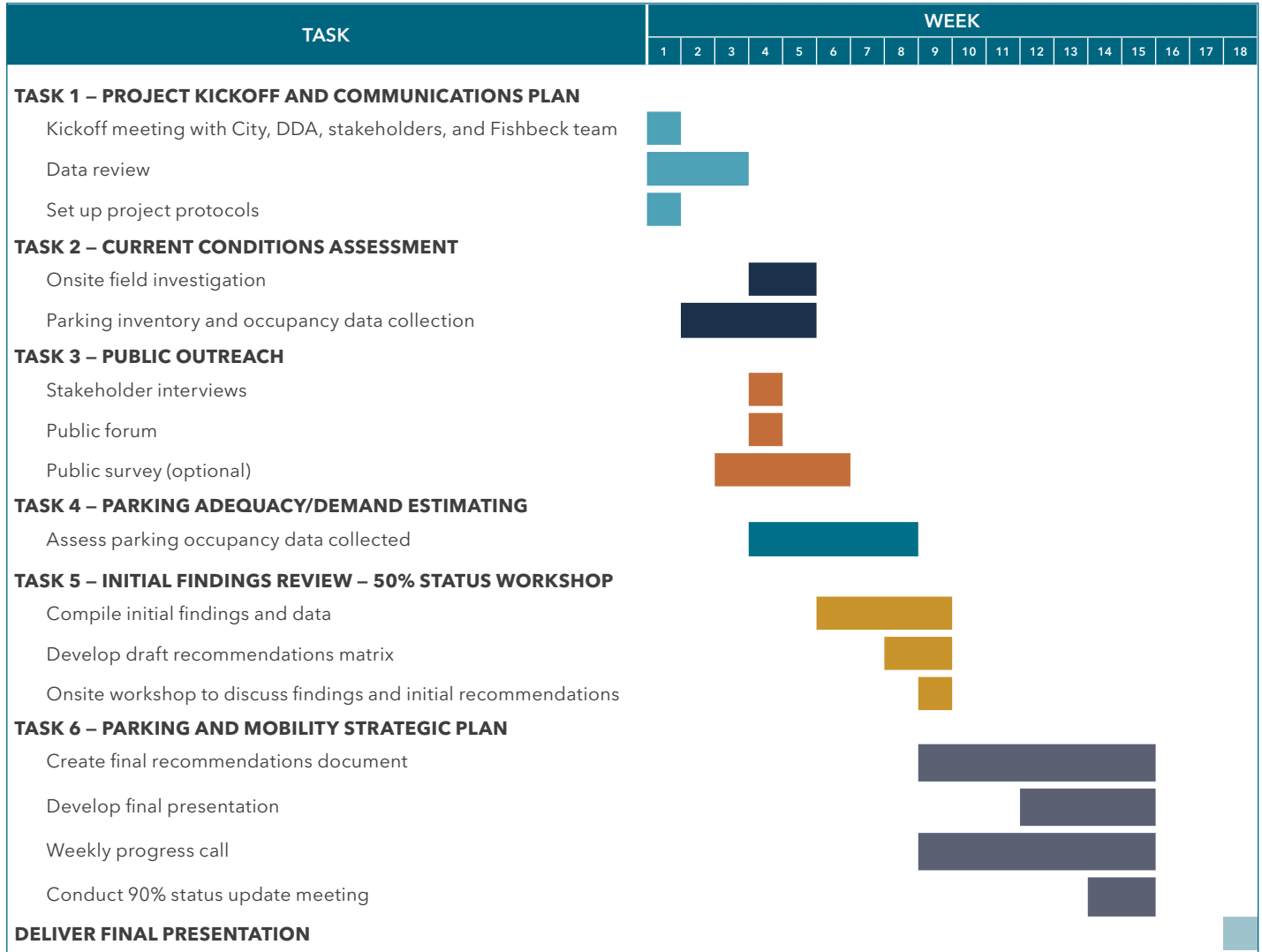
Fishbeck understands there are two constituencies in a successful parking and mobility plan; the community using the parking and mobility assets, and the leaders administering the program. A parking plan that the community rejects or has burdensome administrative complexity is doomed to fail. Fishbeck will provide a Strategic Plan that can be accepted by the community, but also reasonably implemented by the City.





## PROJECT TIMELINE

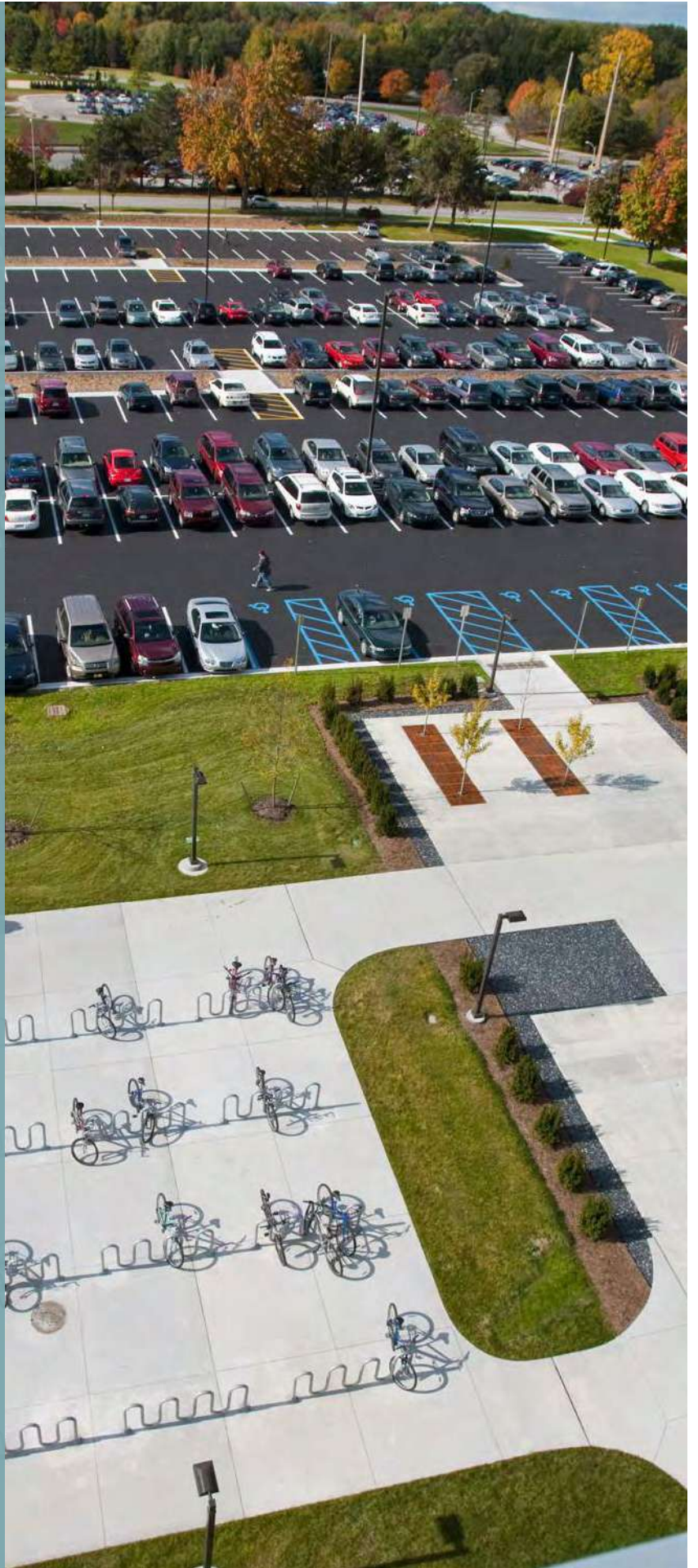
The proposed schedule on the following page is based on timely information and approvals provided by both the City and Fishbeck. While we hope to complete the project in 18 weeks, we understand that scheduling public meetings and other items may cause timelines to change. We anticipate the following schedule:



In order to maintain the schedule, the project team (Fishbeck and City staff) will meet by conference call weekly to discuss the status of the project, determine needed information, and review work tasks for the upcoming week.

03

## KEY PERSONNEL



# KEY PERSONNEL

Fishbeck realizes the importance of assigning the right team to each project. We assemble teams of professionals appropriately qualified to work together to make certain the specific and unique needs of your projects are properly understood and satisfied. Our firm’s capacity allows us to ensure your project will receive the necessary technical support staff to meet project specific schedules and deadlines. Our staff is made up of highly talented, motivated, and energetic people who challenge themselves to rethink their methods and roles, and bring their ingenuity to the problems they solve and the work they do.

Fishbeck values a collaborative approach – we know from experience the exceptional results that can be achieved from a team of committed and talented professionals. We have selected a skilled team to support the City of Berkley with anything that may present itself during the project. Our ability to commit our project manager and other key staff is crucial to your project’s success. It encourages clarity of communications among the entire team and helps ensure a project that meets the intended goals.

## WORKLOAD/ACCESSIBILITY

With a combined staff of over 520, we are able to ensure projects will receive the necessary technical support to meet project-specific schedules and deadlines. Due to our significant staff numbers and current workload assessment, Fishbeck has the capacity to take on tasks associated with the City’s project and perform the requested services. In addition, our team members are available to start immediately and able to commit the necessary time to meet the Berkley’s project requirements and needs.

**PRINCIPAL CONTACT PERSON** Jon Forster, CAPP | 616.330.5233 | jforster@fishbeck.com

## CITY OF BERKLEY



**PROJECT MANAGER/  
PARKING PLANNER**

Jon Forster, CAPP  
FISHBECK



**LEAD GIS SPECIALIST**  
Caryn Ashbay, GISP  
FISHBECK



**TRAFFIC ENGINEER**  
Jill Bauer, PE, PTOE  
FISHBECK



**COMMUNITY  
DEVELOPMENT**  
Laura Haw, AICP, NCI  
MCKENNA



**ZONING**  
Brian Keesey, AICP  
MCKENNA





## **JON FORSTER, CAPP**

### **PROJECT MANAGER/PARKING PLANNER**

Jon has hands-on knowledge of parking operations, curbside management, strategic planning, and managing dynamic change. His experience includes multi-facility parking operations, parking enforcement and adjudication, supply and demand analysis, technology, customer service, strategic asset planning, and project management. As a parking and mobility planner, Jon has assisted municipalities, higher education, and healthcare clients on numerous projects.

#### **YEARS OF EXPERIENCE**

25 years — total

#### **EDUCATION**

MA in Education,  
Concordia University

BS in Management,  
Purdue University

#### **REGISTRATIONS/ CERTIFICATIONS**

Certified Administrator  
of Public Parking (IPMI)

#### **MEMBERSHIPS**

International Parking  
and Mobility Institute (IPMI)

### **CITY OF ST. CLAIR SHORES, MICHIGAN**

#### **DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT PARKING STUDY**

Developed recommendations to meet the City's needs that included retooled parking, enhanced pedestrian routes, and alternative transportation options. Created a matrix for these options that included immediate fixes, opportunities in the next five years, and long-term goals.

### **CITY OF HUDSON, NEW YORK**

#### **PARKING IMPROVEMENT FEASIBILITY STUDY**

Conducted the study which analyzed the current conditions and created a framework for safer, more accessible parking throughout the City. The final plan recommendations considered Hudson's history and the specific needs of the City, as well as current demands and future parking and transportation considerations.

### **CITY OF EAU CLAIRE, WISCONSIN**

#### **PARKING STUDY**

Eau Claire has carefully taken care of their downtown as it has grown steadily over the past two decades to include a performing arts center, multi-family housing and a corporate headquarters. New parking structures were built as older ones reached the end of their useful life. The most recent parking study update included GIS data collection across downtown and two other neighborhoods, demand analysis for a new convention center, review of on-street technology and multiple public meetings to discuss the needs of the community.

### **CITY OF CEDAR FALLS, IOWA**

#### **DOWNTOWN PARKING STUDY**

Key elements of the study included an assessment of how current development activity will impact parking in the downtown area; extensive stakeholder outreach and public workshops; and an assessment of parking management and organizational policies.

### **CITY OF PLATTSBURGH, NEW YORK**

#### **PARKING STUDY**

Developed a parking plan through a combination of data gathering and analysis, public input, observing community needs, and synchronizing the parking plan with City goals. The study included measuring existing parking supply and demand, projecting future parking needs given development of the 289-space Durkee Street parking lot, and development of land use and parking management principles to guide future decisions on parking.

### **CITY OF FERNDALE, MICHIGAN**

#### **RATE STUDY AND OPERATIONS PRO-FORMA**

Assisted the City in developing a financial projection for the entire parking system, which included the new mixed-use parking structure that was being designed and constructed. The rate study included expanded parking hours, new parking meters, and operational implications of the new parking structure. The rate study helped the City plan for debt service, operational costs, and customer service enhancements for the downtown parking system.

### **CITY OF GRAND RAPIDS, MICHIGAN**

#### **PARKING OPERATIONS REVIEW**

Parking operations review consisting of on-street and special event parking operated by the Mobile GR and Parking Services Department. GIS technology was used to collect parking utilization data and manage parking occupancy levels throughout downtown and the entire City. A comparable cities analysis of parking operations in four similar municipalities was conducted. The review included an onsite project workshop to demonstrate GIS services and discuss potential options to improve customer service and administrative complexity.



## CARYN ASHBAY, GISP

### SENIOR GIS SPECIALIST

Caryn has experience in a variety of GIS applications including utility mapping, sanitary sewer, water, stormwater, and asset management. She designs, develops, implements, and manages geospatial data, databases, and applications. Caryn is proficient in cloud-based mapping and management utilizing ESRI's software suite; and she manages field operations utilizing ESRI mobile applications and external GNSS devices. At Fishbeck, Caryn manages ArcGIS Enterprise/Portal and ArcGIS Online environments, authors data services, publishes web maps and web applications for viewing and GIS editing purposes, serves as a subject matter expert for GIS data workflows and management of GIS data, writes GIS standard operating procedures and documents, and stays current with leading technologies, techniques, and approaches for implementing the best GIS solution.

### YEARS OF EXPERIENCE

12 years — Fishbeck  
22 years — total

### EDUCATION

BS in Geographic Information Systems, Central Michigan University

### REGISTRATIONS/ CERTIFICATIONS

Geographic Information Systems Professional – GIS Certification Institute

### MEMBERSHIPS

Improving Michigan's Access to Geographic Information Networks (IMAGIN)

Michigan Communities and Association of Mapping Professionals (MiCAMP)

Geographic Information Systems Certification Institute

### CITY OF ST. CLAIR SHORES, MICHIGAN

#### DDA PARKING STUDY

Utilizing Esri's public parking ArcGIS solution, created parking lot GIS features for the downtown area of St Clair Shores. Created parking lot car counts feature to be used in the field for data collection. Implemented web maps on ArcGIS Online for parking lot inventory and parking lot car counts. Created custom Esri Field Maps training documentation for field staff. Produced heat maps and parking infrastructure maps utilizing parking data collected in the field.

### MACOMB TOWNSHIP, MICHIGAN

#### WASTEWATER SAW ASSET MANAGEMENT PROGRAM

Converted AutoCAD drawing files and survey data to ESRI geodatabase formats. Developed a GIS system using the ESRI Local Government Information Model that incorporated the inspection of over 7,700 sanitary structures, 11 pump stations, and 300,000 feet of sewer. Created record drawing database for spatially tracking the location of over 3,000 record drawing and field plans. Hyperlinked record drawings and field plans to Laserfiche document management system. Project also included an evaluation of asset criticality and business risk exposure, sanitary sewer hydraulic analysis, and development of a 20 year system-wide CIP. Implemented ArcGIS server, created services, and managed web-based utility mapping.

#### CONSULTATION AS-NEEDED

Support Macomb Township IT department with ArcGIS Enterprise deployments and updates. Provide expert knowledge as-needed by client. Continually update utility and sidewalk GIS data with record drawing information. Manage portal user accounts, data organization, and accessibility for multiple departments at the Township.

### CITY OF IONIA, MICHIGAN

#### CONSULTATION AS-NEEDED

Assessed the City's existing GIS environment and recommended areas of improvements in technology, software, and data migration plans. Troubleshoot errors and supported end-users.

### CITY OF FLAT ROCK, MICHIGAN

#### WASTEWATER AND STORMWATER SAW ASSET MANAGEMENT PROGRAM

Assisted in development of a GIS using the ESRI Local Government Information Model that incorporated the inspection of over 2,300 storm and sanitary structures, 83 storm outfalls, 5 pump stations, and 200,000 feet of sewer. Project also included an evaluation of asset criticality and business risk exposure, sanitary sewer hydraulic analysis, and development of a 20-year system-wide CIP.



## JILL BAUER, PE, PTOE

### SENIOR TRAFFIC ENGINEER

Jill's experience covers completing transportation engineering projects across Michigan including design and analysis to intersection operation studies, corridor studies, roadway designs, development impact studies, and traffic safety projects for clients ranging from small communities to MDOT. Jill is proficient in all necessary, relevant design software including HSCS7, SimTraffic, Vissim, AutoCAD, MicroStation, and Rodel. She has a thorough understanding of MDOT's Traffic and Safety practices and procedures evident in her continued part in many MDOT projects.

### YEARS OF EXPERIENCE

17 years — total

### EDUCATION

MS and BS in Civil Engineering,  
Michigan State University

### REGISTRATIONS/ CERTIFICATIONS

Professional Engineer – Michigan

Professional Traffic  
Operations Engineer

### TRAINING

Complete Streets –  
Train the Trainer

FHWA-NHI Road Safety  
Audits/Assessments

Emerging Leaders Program

Designing Roadways  
for the Aging Population

Vissim

Bentley MicroStation Training

Pavement Surface Evaluation and  
Rating Training and Certification

MDOT

- Developing a Pedestrian Safety Action Plan
- Michigan Traffic Sign Inventory System
- Synchro.CRSIM.NETSIM
- MiSigns

### GENESEE COUNTY METROPOLITAN PLANNING COMMISSION TRAFFIC STUDY | GENESEE COUNTY, MICHIGAN

Lead traffic operations engineer for the county-wide study of 3,600 federal-aid eligible intersections. Using an MDOT grant, the study evaluated the feasibility for roundabout implementation as a means of improving safety and traffic operations throughout the county. Technical analysis including microsimulation, as well as assessment of the ROW and surrounding features was performed to identify the most highly suitable intersections to be considered for future project planning. A final report and GIS data input was included with the final deliverables for use by all government agencies within the County.

### TRAFFIC SAFETY STUDY | FLINT, MICHIGAN

Traffic engineer for study and safety grant application on 12 intersections in the City of Flint. The study compiled data from the Wayne State University Genesee County Traffic Study to identify the priority intersections. Analyzed existing crash data for serious injury and fatalities from UD-10 reports. Data was used to identify the type of safety hazard that existed at each intersection (signals, signage, right/left turns, etc.).

### TRAFFIC SAFETY STUDY | BURTON, MICHIGAN

Traffic engineer for study and safety grant application on eight intersections within the City of Burton. Analyzed existing crash data for serious injury and fatalities from UD-10 reports. Data was used to identify the type of safety hazard that existed at each intersection (signals, signage, right/left turns, etc.) This information was utilized to determine appropriate mitigation measures to improve the safety at these locations.

### CITY OF BURTON, MICHIGAN INTERSECTION TRAFFIC STUDY

Traffic engineer modeling two existing intersections on Center Road (at Atherton and Lapeer) to determine if traffic signals were warranted for a new signal at the entrance to the Lockwood Apartments. In addition, the study completed a warrants evaluation for the intersection of Bristol Road/Camden Avenue. Synchro® and HCS were utilized in this study.

### ARCADIS | DETROIT, MICHIGAN CULTURAL CENTER PLANNING INITIATIVE TRAFFIC STUDY

Lead traffic engineer for the analysis of 40 intersections surrounding the Detroit Institute of Arts in Mid-Town Detroit as a part of an overall area plan to create a more pedestrian friendly cultural center campus.

### SCHOSTAK BROTHERS & COMPANY | AUBURN HILLS, MICHIGAN 7 MILE AND HAGGERTY TRAFFIC IMPACT STUDY | NORTHVILLE TOWNSHIP, MICHIGAN

Traffic engineer responsible for Synchro® analysis and report preparation. The project included a 13-intersection traffic impact study for the continued development of the commercial site on the southwest corner of the 7 Mile and Haggerty Roads intersection. Operational changes were recommended to the traffic signals, roadway geometric changes, onsite circulation improvements, and intersection storage lane requirements.





# Laura Haw, AICP, NCI

SENIOR PRINCIPAL PLANNER

## EDUCATION

### Master of Urban Planning

Physical Planning and Design  
Taubman College  
University of Michigan

### Bachelor of Arts (with honors)

International Development  
Michigan State University

### Bachelor of Arts (with honors)

Political Science / Pre-Law  
Michigan State University

## PROFESSIONAL EXPERIENCE

### Lean Zoning / Ordinance and Regulatory Review

Prepared complete zoning ordinances, overlay districts, form-based standards, and comprehensive text and map amendments for cities, villages, and townships in Michigan. Experience in streamlining and re-structuring Zoning Ordinances to reduce red-tape, add clarity, and ensure quality building form. Preparation of amendments to address new development trends include elderly housing and accessory dwelling units, urban agriculture, non-traditional historic districts, and planned unit developments.

### Comprehensive, Sub-Area, and Corridor Planning

Preparation of master plans, sub-area plans, and corridor plans including data collection, documentation and analysis of existing conditions, character planning, goals and objectives, and recommendations / strategic matrices for future project prioritization, phasing, and implementation processes. Additional focus on downtown districts, feasibility analysis, catalytic impact assessment, and ease of development opportunities. Project highlights:

- Master Plans (Village of Vicksburg, Village of Franklin, City of Eastpointe, Charter Township of Plymouth)
- Downtown Development Authority/TIFA Plans (City of Bangor, Village of Vicksburg, Charter Township of Plymouth Township, and the Village of Lake Orion)
- The Upper Westside Neighborhood Plan, City of Detroit

### Non-Motorized Transportation Planning

Instrumental collaborator on non-motorized transportation projects, including BIKE/WALK Livonia, a non-motorized plan for the City of Livonia.

### Public Engagement

Organization and the facilitation of various public engagement functions, including community-wide public workshops, charrettes, focus groups, steering committees, and open houses to inform and capture the visions and ideas of stakeholders. Experience in designing innovative materials for exercises, including presentations, visioning and mapping activities, and priority ballot voting to ensure interactive and meaningful public engagement. Additional capabilities in organizing and managing online public engagement platforms, including social media.



## Brian Keeseey, AICP

SENIOR PRINCIPAL PLANNER / GIS MANAGER

### EDUCATION

**Master of Urban & Regional Planning**  
Michigan State University

**Bachelor of Landscape Architecture**  
Michigan State University

### MEMBERSHIPS

American Institute of Certified Planners  
American Planning Association  
Michigan Association of Planning

### PROFESSIONAL EXPERIENCE

#### Land Use Planning and Administration

Provided support for citizens and developers with land use information and application procedures. Reviewed small and large scale development proposals, site plans, and special use applications and recommended action to Planning Commissions and elected officials. Conducted agency review meetings, public hearings, and public input forums to ensure comprehensive analysis and sound planning and design principles. Provided guidance and analysis for owners of properties affected by FEMA's updated flood survey.

#### Zoning

Provided on-site administration of zoning regulations. Researched topics and drafted zoning ordinance amendments, including regulation of signs, mining operations, and wind energy conversion systems. Presented recommendations to Planning Commissions and elected officials.

#### Comprehensive Planning

Facilitated visioning and goal-setting sessions to guide master plan development. Provided demographic analysis using U.S. Census data and market studies which highlighted community trends for the municipality to address. Guided the creation of policies to support municipal development goals. Provided graphic design and document layout for master plan updates, including formatting, photography, and presentation graphics.

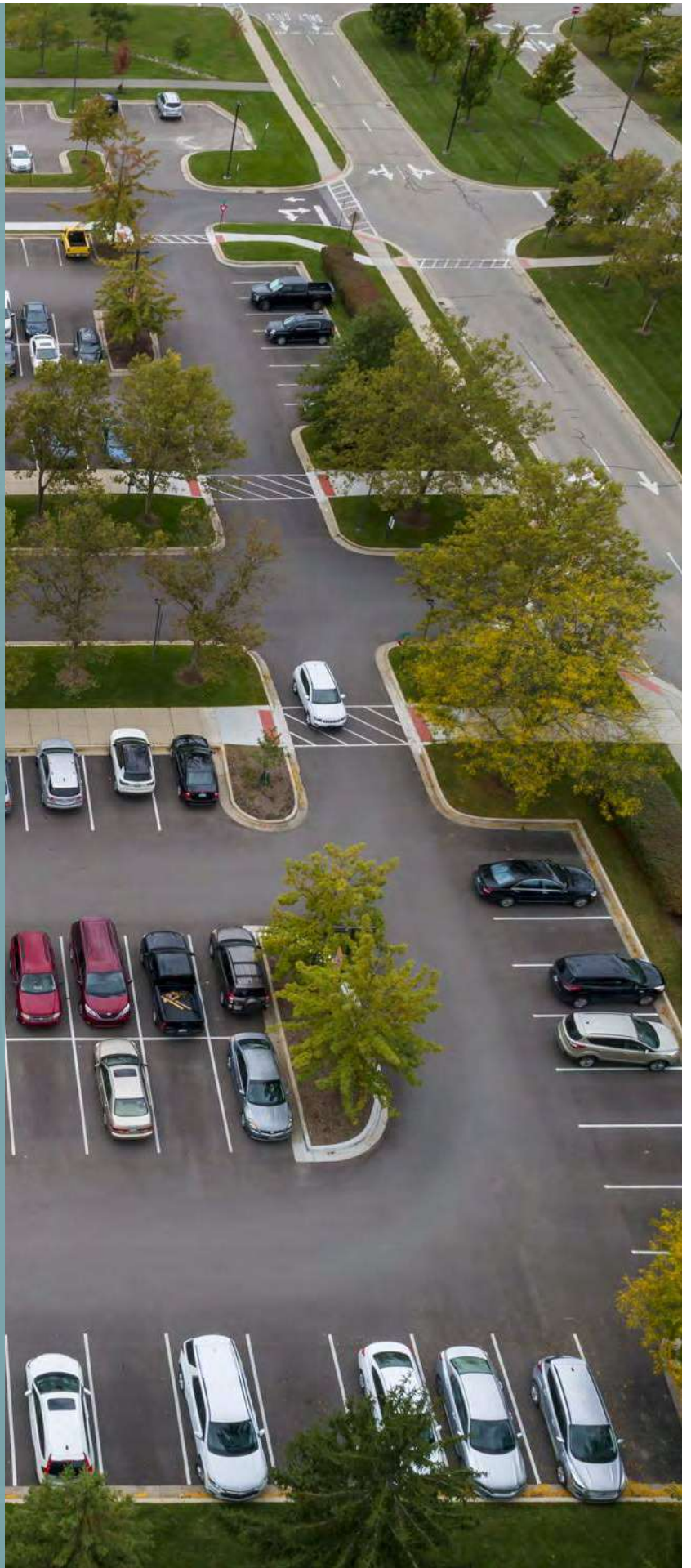
#### Demographic Trend Analysis

Conducted a study on the effects of neighborhood gentrification on businesses in an established commercial corridor, analyzing occupancy changes over the course of four decades against known indicators of gentrification.

#### Capital Improvement Programs

Led municipalities through the Capital Improvement Program process, including calls for proposals, organization of proposal presenters, the Planning Commission ranking process, formulation of summary reports, and recommendations to legislative bodies. Implemented effective changes to the ranking process, evaluation criteria, and format of recommendation documents, as well as the formulation of a multi-year assessment process.

## EXPERIENCE







## PARKING STUDIES

### STAFF EXPERIENCE

Fishbeck is proud to announce the following parking specialists have recently joined the firm:

Jon Forster, CAPP  
 Josh Rozeboom, PE  
 Mike Ortlieb, PE  
 Greg Ehmke, PE  
 Justin Thomson, P.Eng.  
 Tim Meyer  
 Emma Floyd, PE  
 Raymond Mulvaney  
 Dan Brown

With roots dating back to Carl Walker, Inc., they bring established parking planning, design, and restoration expertise to Fishbeck and expand our parking service line.

This section outlines some of their collective staff experience as it pertains to parking study projects.

City of Cedar Falls, Iowa  
 Downtown Parking Study  
 College Hill Parking Study

City of Dayton, Ohio  
 On-street Evaluation

City of Doral, Miami-Dade County, Florida  
 Parking Demand Study

City of Eau Claire, Wisconsin  
 Parking Study

City of El Paso, Texas  
 Downtown Parking Study

City of Ferndale, Michigan  
 Rate Study and Operations Pro-Forma

City of Grand Rapids, Michigan  
 Parking Operations Review  
 Ryerson Library Parking Facility Study  
 Wedge Lot Parking Structure Study  
 Public Works Facilities Relocation Study  
 Custer Lot Parking Structure Feasibility Study  
 Parking Lot 6 Parking Structure Feasibility Study

City of Lake Worth, Palm Beach County, Florida  
 Downtown Parking Study

City of Plattsburgh, New York  
 Downtown Parking Study

City of Savannah, Georgia  
 Parking Study and Strategic Plan

City of Sheboygan, Wisconsin  
 Parking Study and Analysis

City of Traverse City DDA, Michigan  
 Hardy Deck Conversion Study

City of Wheaton, Illinois  
 Parking Payment Management Study

Kalamazoo County Courthouse, Kalamazoo, Michigan  
 Parking Demand Study



## CITY OF EAU CLAIRE, WISCONSIN

### Parking Study

After an initial 2015 parking study and implementation, the City experienced a tremendous amount of redevelopment. The 2015 parking study was revisited in 2020 and updates were made focusing on three specific downtown areas.

Stakeholder outreach public meetings were conducted and an online survey focused on visitors, employees, and residents. Current and future growth activities were analyzed through supply and demand modeling and estimates were provided for parking needs based on various development scenarios and demand generators in each area. The data analysis also included occupancy data throughout downtown including an analysis of a future convention center and hotel. This update also consisted of an operations assessment to include technology and a comparable cities study. Final deliverables included an actionable strategic plan to position the parking system and accommodate current and future parking needs.



## CITY OF SHEBOYGAN, WISCONSIN

### Parking Study and Analysis

Sheboygan is a Lake Michigan waterfront community with a hometown atmosphere and strong economic engine. After a large downtown parcel was converted from abandoned commercial storage space to modern apartments, including over 200 units and an outdoor amphitheater, the parking system received pressure to accommodate an influx in vehicles and economic development.

A parking study focused on parking demands, on-street parking assets, policy, and enforcement was conducted. An important goal was determining whether a parking structure was needed immediately or in the future. Peak demand areas and parking allocation strategies were identified; which allowed the City to accommodate current parking needs and plan for a future parking structure.



## CITY OF GRAND RAPIDS, MICHIGAN

### Parking Operations Review

Staff performed a parking operations review consisting of on-street and special event parking operated by the Mobile GR and Parking Services Department. Grand Rapids has over 3,300 metered parking spaces downtown and across the City in vibrant neighborhoods.

GIS technology was used to collect parking utilization data and manage parking occupancy levels throughout downtown and the entire City.

A comparable cities analysis of parking operations in four similar municipalities was conducted. The review included an onsite project workshop to demonstrate GIS services and discuss potential options to improve customer service and administrative complexity.





## CITY OF DAYTON, OHIO

### On-street Evaluation

After an economic setback and then a resurgence, the City recognized a need to address its on-street parking program to modernize and improve the parking system for continued growth and revitalization.

Staff performed a study of the downtown on-street parking program and presented recommendations to modernize the parking system and significantly improve customer satisfaction.

A new organizational model was presented to make the parking system more efficient and responsive to the downtown needs. A plan was developed to upgrade parking enforcement and on-street payment technologies in a phased manner. Staff researched options for installing new mobile payment and parking enforcement technologies. Stakeholder outreach was achieved through the use of an online survey.



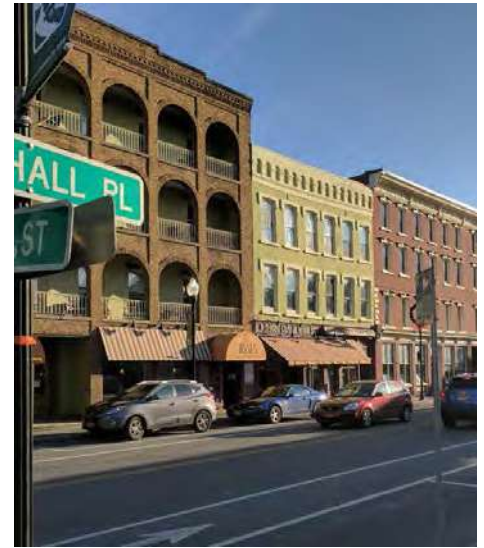
## CITY OF CEDAR FALLS, IOWA

### Downtown Parking Study

A parking study was conducted after the downtown area had seen significant new development; and businesses, residents, and stakeholders were concerned the existing parking was insufficient to support additional growth.

The parking study included extensive public outreach efforts, parking impact analyses on new development projects, and a review of the entire public parking operation.

The study revealed that additional public parking capacity in the form of structured parking would be needed to support any additional development activity. The City Council voted unanimously to direct staff to implement all recommendations included in the final report document.



## CITY OF PLATTSBURGH, NEW YORK

### Parking Study

Increased downtown economic activity created the need for the City to improve their parking management. An efficient and well-managed parking and transportation program was given to the City to help grow and provide excellent service to residents and visitors.

Staff developed a plan to accommodate parkers during the removal of a 289-space parking lot and construction of a new parking structure; and provided long-term management and parking supply solutions. Multiple public workshops and community engagement sessions were held, as well as an online survey to gather stakeholder input. Several bicycle and pedestrian options were promoted to provide access to downtown; and an implementation plan to move the City from unregulated parking to a managed parking system focused on ease-of-use for residents and patrons. An enforcement program was also implemented to increase customer service and availability of on-street parking.





## CITY OF EL PASO, TEXAS

### Downtown Parking Study

Having experienced significant growth in its downtown area, the City wanted to better understand their parking availability and demand. Staff inventoried the number of available public and private (paid-parking only) parking spaces, determined future demand over a 10-year period, and established where new parking spaces should be created. The parking study was conducted within a City boundary that included a wide variety of land uses. After the study, our staff provided recommendations to enhance parking management, balance parking demand, encourage parking turnover, and manage parking congestion.

GIS was used in the collection of inventory and occupancy within the area and provided spatial and tabular data for reporting.



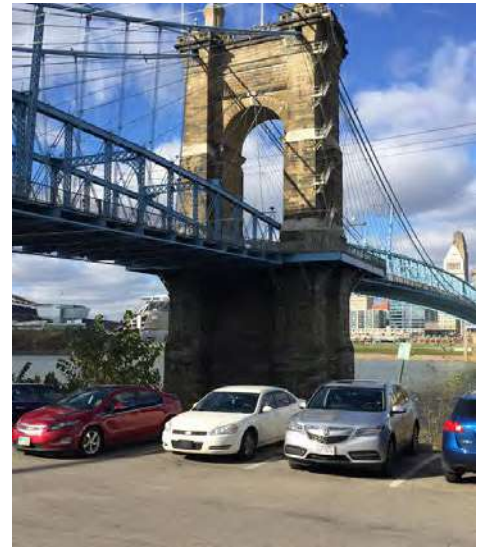
## CITY OF WHEATON, ILLINOIS

### Parking Payment Management Study

Staff performed a parking payment management study focused on parking payment and enforcement technology systems. The analysis included a review of current parking rates and fees charged, and a review of administrative and operational practices and procedures of the municipal parking program.

The ultimate goals of the parking study effort were to identify technological and operational improvements that would allow for multiple customer payment options, streamline payment processing and data management, improve customer service, and improve operational efficiencies.

An online survey was conducted to compare Wheaton's parking rates, policies and practices against similar commuter cities in the region. Final recommendations included upgrading the parking enforcement technology and integrating enforcement eliciting permitting to creating a more efficient revenue system.



## CITY OF COVINGTON, KENTUCKY

### Impact Analysis

Staff provided a downtown parking analysis focusing on the Central Business District and the Mainstrasse dining and entertainment district. The study included a supply and demand analysis, parking impact analysis of three proposed development projects, analysis of existing technology and potential operational improvements, and an online stakeholder survey. Final recommendations included enhancements to the parking regulation program and upgrades to parking technology including pay-by-mobile options. An electronic residential permit parking program was also created.



## TOWN OF FUQUAY-VARINA, NORTH CAROLINA

### Comprehensive Parking Plan

The Town of Fuquay-Varina was suffering with parking complaints from the residents and visitors without truly understanding the root parking and transportation issues after major population increases.

Staff conducted a comprehensive downtown parking study that included inventorying the downtown parking supply and identifying peak demand areas. Zoning, enforcement, regulations, branding, wayfinding, pedestrian needs, bicycle access, and railroad right-of-way issues were all reviewed. To achieve community acceptance, an online survey was conducted, two town hall meetings with residents and business owners were led, and one on-one meetings were held with the Town Council and select citizens.

The study established the basis for a Town parking system and need for long-range parking planning. The Town created a new parking map and online page dedicated to parking.



## CITY OF GEORGETOWN, TEXAS

### Parking Study/Management Plan

Due to rapid growth and increasing pressures on its downtown parking system, staff led a parking study effort that included detailed inventory and occupancy data collection; existing and future parking demand estimates; extensive stakeholder outreach and public workshops; an online customer survey; parking turnover analyses; a review of existing policies and code requirements; specific field observation services; and a review of the City's enforcement program.

The study determined some serious deficiencies in the enforcement program and made specific recommendations for improvement. It also verified the critical need to create more parking capacity to serve new development projects. The City achieved major buy-in of the new parking management plan from the community as a result of stakeholder outreach efforts.

Following the study, staff assisted the City in developing a downtown parking management plan which achieved major buy-in from the community as a result of the stakeholder outreach efforts.



## CITY OF RICHARDSON, TEXAS

### Parking Demand Model

Staff provided parking consulting services by evaluating the parking availability in the City. The study focused on analyzing current parking utilization and projection of future parking demand in the area adjacent to the Charles W. Eisemann Center, the Spring Creek Nature Area, and the former Owen Sausage Factory. The proposed parking analysis included on-street spaces as well as off-street private and public parking inventory.

It was determined the Eisemann Center had adequate parking for current conditions, but that agreements for weekend and evening parking had few protections and could leave the facility short of parking if conditions changed. Contingency plans were developed for increasing parking in case of the loss of supply. Recreational parking for the Spring Creek Nature Area was also increased to provide more access for residents using the City park system.

# Downtown Parking Strategy

CITY OF ROCHESTER, MICHIGAN

Downtown Rochester is a vibrant downtown with restaurants, upscale retail shops, salons, outdoor cafés, a European-style hotel, and host to a number of popular special events and festivals throughout the year. As the level of activity continues to increase, so does the pressure for providing adequate parking. The City has wrestled

with parking challenges for many years. Questions about whether there was enough parking for current users, how to handle future development, and who should pay for parking were under constant debate.

To help answer these questions and to develop a strategic plan to meet future parking needs, McKenna assisted the City to implement a comprehensive Downtown Parking Management Strategy. Initial phases of the parking analysis included mapping and documentation of existing parking supply and utilization; documenting existing land uses to determine parking demand; conducting stakeholder outreach workshops and customer surveys; providing a review of parking system budget, revenues and fees charged; reviewing current planning, zoning and parking enforcement policies; and documenting the condition and adequacy of existing parking access and revenue control technology (PARC).

McKenna worked with the City of Rochester to actively implement all of the primary recommendations and parking management options identified in the Downtown Parking Strategy Document. The City formed a Parking Advisory Committee, and is in the process of creating a formalized Downtown Parking Management District. Elements of the Parking Management District include a special assessment formula for existing businesses; a payment-in-lieu-of parking (PILP) program for new developments or major expansions; updated parking fees, rates, and hours of operation; and revised planning and zoning parking requirements within the core downtown area.

The City recently purchased and installed new electronic on-street parking meters and upgraded to computerized parking enforcement technology from its old paper-based parking ticket system.





# Downtown Parking Analysis

CITY OF BEREA, OHIO

The City of Berea, Ohio 's downtown area has been vibrant with growth since the mid-1990s and the improvements made by the Berea Community Development Corporation (BCDC) have played a significant role in this growth, from streetscape improvements to building and improving parking

lots. The City and the BCDC tried to keep pace with the parking demand created by the growth, but there was always a perception by the local merchants that there was not enough parking.

To test the business community's perceptions, McKenna performed three separate field assessments of the five most heavily impacted parking areas to determine whether there was a parking shortage. As part of each assessment, a license plate survey was conducted of each study area once an hour for 12 hours to determine peak parking times and average parking turnover. In addition, McKenna surveyed over 300 residents, business owners, Baldwin-Wallace college students, and visitors to gauge the public's perception of parking, bicycle amenities, and wayfinding in the downtown. The survey was available online and in print.

Using the data collected in the field, as well as the community survey results, McKenna prepared recommendations for parking, wayfinding, non-motorized transportation. The results showed that on the peak day of the survey (September 13th, 2012) only 71% of the parking was occupied, and at that time violation rates in the most popular lots were over 30%. In addition, the public survey revealed that only 15% of the population was willing to walk more than one block to their destination. Therefore, McKenna determined that the parking supply issue is caused by a lack of perceived convenience parking exacerbated by a lack of parking enforcement, and not caused by the amount of parking itself.

Key recommendations of the parking study included re-configuring the most popular Huntington Parking Lot to increase capacity, educating the public regarding their parking options including the best locations for employee parking, reducing the amount of time restriction designations and enforcing the time restrictions, installing bicycle parking, and enhancing pedestrian amenities such as crosswalks.



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# Parking Analysis and Efficiency Planning

CITY OF CLAWSON, MICHIGAN

When revitalizing downtowns, addressing the new demands of parking is always an important consideration. The downtown core of Clawson experienced new retail and restaurants filling recent gaps. Many of these businesses utilized both front doors with on-street parking and rear entries with access to municipal parking areas. Through the years the municipal lots evolved to accommodate service access, such as trash removal and utility thoroughfares. But alley corridors were now seeing an influx of pedestrian traffic and needed delineation of service and use.

McKenna provided site analysis of each parking area, assessing vehicular and pedestrian circulation patterns and identifying points of conflict. At the direction of the City of Clawson Planning Department and the Clawson Downtown Development Authority, McKenna prepared final conceptual design plans addressing safe pedestrian routes, clearly identified vehicular circulation patterns, adequate landscaping as buffer and direction aides, and identification of public and private parking where the two were previously intermingled. This resulted in an illustrative marketing tool the City officials could use to attract future growth, demonstrating a clear parking vision was in place.





Communities for real life.

What we did:

**PLANNING**

Downtown Planning  
Public Engagement

# Parking Model and Plan

CITY OF GROSSE POINTE, MICHIGAN

For decades, the City of Grosse Pointe, Michigan owned and operated several surface parking lots in its downtown area where employees of local businesses parked for free.

However, with a newly adopted master plan that called for aggressive infill development of underutilized property, and the desire to redevelop an existing, outdated parking deck, the City needed a plan to make more effective use of its parking resources.

To assist, McKenna teamed with Carl Walker to develop a parking model and recommendations on how to better operate the parking system. Significant input was received from businesses and customers to prepare recommendations. The resulting model specifically took into account the various peak hours of businesses in the Village to maximize efficient use of the parking lots. The model can be easily updated at future dates to adjust to the constantly changing parking dynamics of the downtown.

The McKenna - Walker team determined that the surface lots were largely under-utilized creating opportunities for significant redevelopment in the downtown. Specific recommendations included:

- A tiered user fee structure
- Consistent equipment and automated payment methods for each of the parking lots
- All payment in lieu of parking "option" for new development
- Provisions for replacing displaced parking
- Provisions for shared utilization

The result has been a well-managed municipal parking system that provides the right amount of safe and convenient parking for a wide range of uses in a traditional downtown environment.







Communities for real life.

What we did:

**PLANNING**

Transportation Planning  
Public Engagement

# Connected Mobility Planning

CITY OF MT. PLEASANT, MICHIGAN

Located in Central Michigan within Isabella County, Mt. Pleasant features a traditional downtown, various business corridor, historic neighborhoods, and a rich park system, connected along the Chippewa River. The City is also home to Central Michigan University, Mid-Michigan Community College and two of the region's most heralded health and hospital centers.

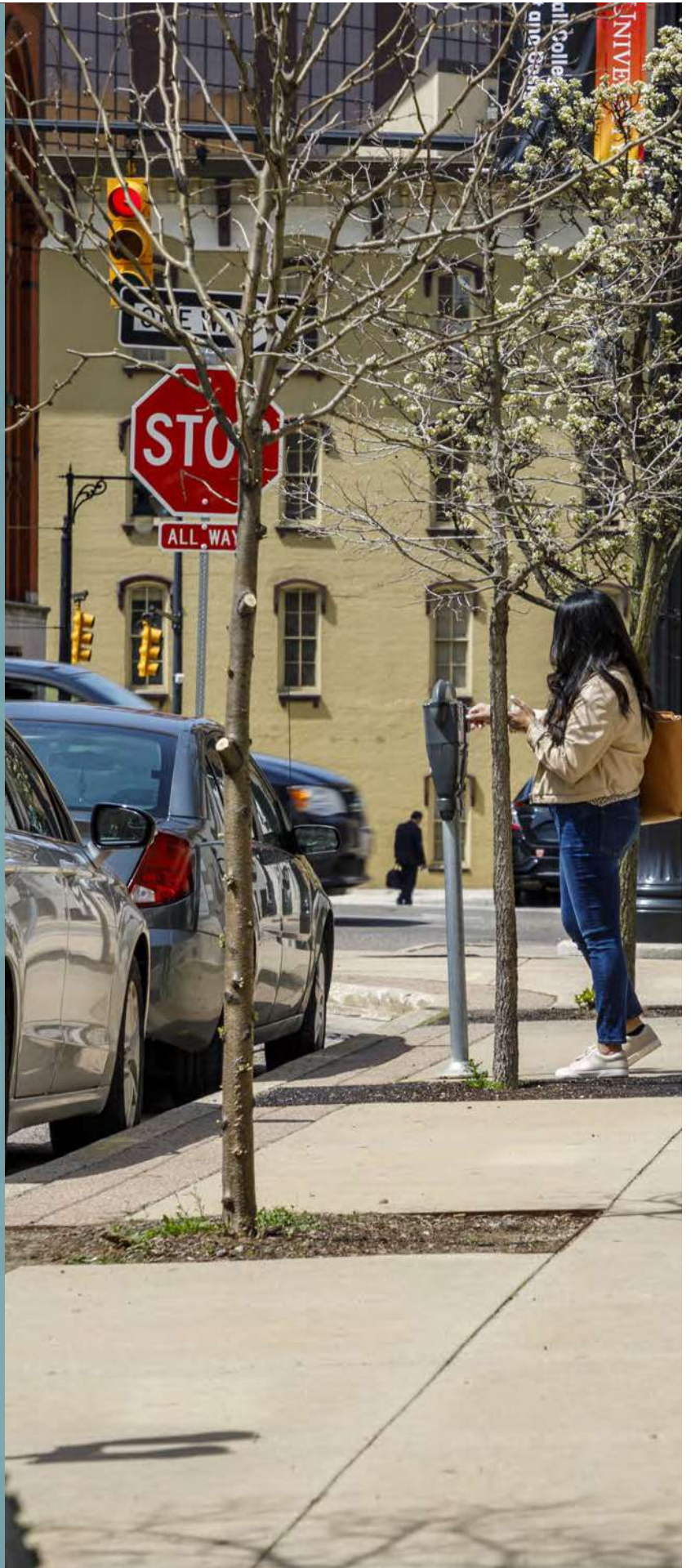
Recognizing a shared vision for the future was critical to the success of Mt. Pleasant's needed Mobility Plan, the City partnered with McKenna to bring the community together through meaningful public engagement and to facilitate the development of a robust and action-oriented Connected Mobility Plan.

Following a week-long charrette and various public engagement activities, McKenna developed recommendations for the City's transportation system and its interface with the design of public spaces, which includes an analysis of street and intersection typologies and innovative mobility strategies. McKenna's Future Transportation Plan is designed to link Mt. Pleasant's most important parks, commercial districts, and employers, and establish easy to navigate connections for people to drive, take public transit, walk, and bike in their neighborhoods and around the City.



05

## REFERENCES





# REFERENCES

Our team is committed to delivering exceptional service, outstanding technical quality, and establishing long-term client relationships. With roots dating back to Carl Walker, Inc., Fishbeck's parking team was launched in 2021. Fishbeck's parking professionals have over 100 years experience in the parking industry. The team has completed hundreds of parking projects including dozens of studies across the country. A partial listing of projects is included in the experience section.

Due to parking study work being completed while with another firm, Fishbeck cannot provide direct references for most of the project experience listed in Section 4. However, Fishbeck staff are currently working with the following references who we encourage you to contact.

- **Josh Naramore**, Mobile GR Director | City of Grand Rapids Parking Services | 616.456.3290 | [jnaramore@grand-rapids.mi.us](mailto:jnaramore@grand-rapids.mi.us)
- **Denise Pike**, Community Development Director | City of St. Clair Shores | 586.447.3418 | [piked@scsmi.net](mailto:piked@scsmi.net)
- **Joe Gacioch**, City Manager | City of Ferndale | 248.546.2399 | [jgacioch@ferndalemi.gov](mailto:jgacioch@ferndalemi.gov)





06

## SCOPE OF SERVICES



# SCOPE OF SERVICES

## METHODOLOGY

Fishbeck's overall project methodology will include a transparent public engagement and outreach effort to ensure our final recommendations are supported by the local community. The final deliverable of this study will be a targeted parking and mobility Strategic Plan. We intend to direct our efforts and recommendations on the following key focus areas:

**Policy:** Parking operations and use, maximizing use of existing parking lots both public and private, zoning, and planning codes.

**Physical Planning:** Reducing surface parking lots where appropriate, pedestrian improvements, bike and transit infrastructure, complete streets, ADA, and mobility planning.

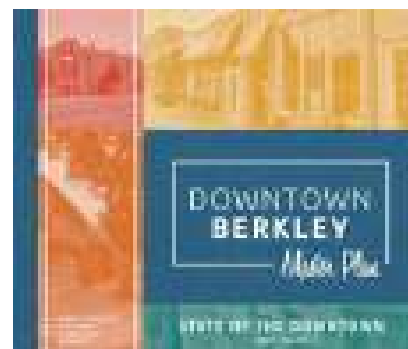
**Leadership:** Review organizational model, public/private opportunities, provide leadership with information and analytics needed to make sound policy decisions.

**Communications:** Robust public outreach program, transparent process, communication plan, branding and marketing expertise, and stakeholder workshop.

## DETAILED WORK PLAN

### TASK 1 – PROJECT KICKOFF AND COMMUNICATIONS PLAN

1. The first project goal is to understand and clearly define the goals and objectives of this study. The clear identification of goals drives the remainder of the study process. With the entire project team understanding desired outcomes, time and energy can be focused appropriately.
2. Conduct a kickoff meeting with City administration, the Downtown Development Authority (DDA), and invited stakeholders. Fishbeck will lead the meeting and utilize the information collected throughout the study process.
3. Review existing data and previous planning projects and reports such as:
  - 2021 City Master Plan
  - 2018 Downtown Master Plan
  - Current parking-related codes, zoning requirements, and development standards
  - Information on any parking-related committees, groups, key stakeholders, etc.
  - Current parking inventory data
  - Bicycle, pedestrian, and other alternative transportation initiatives
  - Available information concerning special events in the study area (e.g., number of events, typical attendance levels, parking lot closures, street closures, and event planning/staging)
  - Parking enforcement policies, staffing, technology, and number of citations issued
  - Available information concerning current Transportation Demand Management policies or programs



### TASK 2 – CURRENT CONDITIONS ASSESSMENT

#### DOCUMENT PARKING INVENTORY AND UTILIZATION

1. Confirm existing parking inventory from the City. Inventory will include location, public or private parking, use restrictions, and hours of operation.
2. Conduct occupancy spot checks during peak activity times along Twelve Mile Road, Coolidge Highway, and other commercial corridors to understand parking availability, usage patterns, and opportunities for shared parking. Spot checks will occur during weekday daytime, weekday evening, weekend daytime, and weekend evenings as determined in coordination with the City and DDA. Other commercial corridors include the north side of Eleven Mile Road, west side of Woodward Avenue, and the east side of Greenfield Road.

3. Provide a summary of parking usage characteristics, occupancy, and operational activity. The summary will provide a clear understanding of the how the public utilizes parking assets and the opportunities to improve access and the customer experience.

#### **OPTIONAL SERVICE – GIS MAPPING OF MOBILITY ASSETS (REPLACES 1, 2, AND 3 ABOVE)**

1. We will complete GIS mapping of the parking and mobility assets in the DDA district. GIS mapping will be used to digitally record locations of the following parking and transit assets:
  - Public parking
  - Private parking
  - Hours of operation and use restrictions
  - Bus/transit stops
  - Loading zone locations
  - On-street ADA spaces
  - Off-street public ADA spaces
  - No parking areas
  - Bike racks
2. We will conduct three data collection times via GIS to confirm public parking occupancy levels. We suggest the following but are flexible to provide collection times as needed by the City.
  - One weekday morning count
  - One weekday afternoon count
  - One weekend evening count
3. The GIS format will allow the City to conduct parking counts on an ongoing basis. Regularly updated parking, bike use, commuter, and other data points can help the City understand conditions and continue to evolve as needed.
4. This occupancy and utilization information will be documented in graphic form to include “heat maps” that visually illustrate parking occupancies in aerial map form.

#### **OPERATIONS, POLICY, AND TECHNOLOGY REVIEW**

1. Review operational policies to identify whether goals expressed by the City are currently being met. This review will include:
  - Standard operating procedures
  - Off-street and on-street parking policy
  - Integration of parking with other modes of transportation
  - Customer service standards
  - EV charging options
  - Enforcement policies, fines, enforcement times, appeals, and final adjudication
  - Hours of operation
2. Review existing parking related technologies and assess the opportunities to leverage new technologies. The analysis portion of the study will consider factors such as:
  - Customer ease of use
  - Management and operational requirements
  - Effectiveness of enforcement
  - Improved efficiencies
  - Capital outlay and monthly costs
3. Observe the use of the “curb” and how different demands are being met including:
  - Parklets
  - Valet
  - Special events
  - Shared spaces for drop-off, pick-up, delivery services, car shares, etc.





## REVIEW PARKING BRANDING AND SIGNAGE

1. We will review existing websites, maps, brochures, and wayfinding signage as it relates to parking and provide recommendations for potential improvements.
2. We will provide examples of successful parking marketing programs we have observed throughout the country which could be leveraged in Berkley.

## TASK 3 – PUBLIC OUTREACH

The Fishbeck team excels at designing processes that effectively engage multiple stakeholder groups, including the public. We use a variety of methods to ensure broad participation, which help to achieve consensus and stakeholder buy-in to the results of the study. When the project has been completed, the high level of stakeholder and public involvement used to conduct the process will lead to a clear consensus on next steps and the path forward. Our public engagement process is described below.

### ENGAGEMENT GROUPS

1. **Project Working Group:** Consisting primarily of City and DDA staff, this small group will work directly with the Fishbeck team to ensure tasks are completed fully and on schedule. The Fishbeck team will meet or talk regularly to review products and progress and suggest changes to approach as conditions might dictate.
2. **Key Stakeholders:** 10-15 individuals/organizations who may have particular insights or a level of investment in the study area that warrants more direct interaction with the Fishbeck team. While not exhaustive, the following list represents the types of stakeholder groups we would expect to involve in this project.
  - Elected officials
  - Downtown business and property owners
  - Local institutional and organizational leaders
  - Representatives of major downtown employers
  - Others as identified by the City
3. **General Public:** To build consensus for any plan of this scope and breadth, outreach should begin early and should cast a broad net.



### INPUT FORUMS

1. **One-On-One Interviews:** These interviews will be geared toward soliciting input from key stakeholders and select members of city leadership. Interviews will be one-on-one format allowing participants to provide a candid assessment of conditions and challenges.
2. **Public Workshops:** An initial informational and interactive session followed by a second session to present findings and recommendations will be conducted to allow attendees to share their ideas within a structured and informed setting. The Fishbeck team will be responsible for providing meeting content and materials including presentation boards, PowerPoint presentations, base maps, etc.



### OPTIONAL SERVICE – PUBLIC SURVEY

1. **Online Survey:** Fishbeck will develop and host an online survey. The City will help to promote the survey effort by providing links to the online survey site via web pages, social media, and direct email. The survey will seek to determine among other topics:
  - User demographics
  - Frequency of visiting commercial corridors
  - Areas most frequented
  - Reason for visiting downtown
  - Acceptable walking distances
  - Use of multi-modal transportation options
  - Transportation preferences
  - Residential parking and mobility behavior
  - Open ended responses to gather specific opinions

## TASK 4 – PARKING ADEQUACY/DEMAND ESTIMATING

1. Develop order of magnitude estimates of future parking sufficiency based on current capacity, projected land uses, and application of parking demand ratios. Sufficiency estimates will include modeling to account for shared parking opportunities as they are available throughout the study area.
2. Consider how future zoning requirements within the study area may impact current and future parking demand.
3. We will compare the projected parking demand against the existing supply of spaces to determine adequacy of parking and potential management strategies for the next 5-10 years.

## TASK 5 – INITIAL FINDINGS REVIEW – 50% STATUS WORKSHOP

1. Upon completion of our observations, data gathering, and public outreach efforts, we will submit an initial findings review. The document will present our primary findings and potential recommendations.
2. The 50% workshop will provide a focused opportunity for City and DDA staff to consider how their goals can be achieved and discuss the details of an implementation plan.
3. The goals discussed during workshop will drive the recommendations for the final presentation. Some topics that may be discussed:
  - How to serve downtown businesses/organizations
  - Organizational structure
  - Commitment to alternative modes of transportation, notably walkability and bicycle access
  - Opportunities to partner with private parking owners to maximize all parking
  - Role of technology in improving the customer experience
  - Curb management choices to address changing needs for access to the curb
  - Equitable access
  - EV parking and charging

## TASK 6 – PARKING AND MOBILITY STRATEGIC PLAN

The Fishbeck team will develop a Parking and Mobility Strategic Plan to address current concerns and direct policy decisions for the next 5-10 years. The emphasis of the Strategic Plan will be to meet the goals outlined in the RFP.

- Develop a realistic plan for the effective use of parking in downtown and other corridors that can be implemented comprehensively or in a phased approach.
- Provide credible information regarding current and future parking needs that can be communicated clearly to the public and stakeholders.
- A parking system that contributes to the positive image of Berkeley.
- A parking system that supports livability and economic development for the downtown and commercial corridors.
- Develop provisions and opportunities to promote walking and bicycling, including bicycle parking.
- Develop parking zoning recommendations that can be used as a basis for future zoning ordinance updates.

The Parking and Mobility Strategic Plan will include:

1. Options for addressing current and projected parking demand.
  - Identifying opportunities to increase on-street parking supplies in the study area (either through the creation of new spaces or the reconfiguration of existing spaces).
  - Identifying locations for expanded off-street parking options including parking lots and garages.
  - Providing recommendations to manage existing parking inventories, improve current operations, and improve the utilization of existing parking.
2. Consideration of long-term land use that would allow for build out of commercial space and parking to increase future flexibility and options.
3. Maximize the use and occupancy of all parking areas to limit paved areas, promote a “park once” mentality, and increase cohesion of downtown elements.

4. Strategy for building flexibility into the curb. The use of delivery services, ride shares, and other quick uses of the curb have changed the nature of downtowns. Effective policy includes flexibility to change as needed to best serve the community.
5. Provide specific strategies for the emerging commercial corridors on the north side of Eleven Mile Road, west side of Woodward Avenue, and the east side of Greenfield Road.
6. Detail specific recommendations for text amendments to Article IV: Off-Street Parking and Loading of the Zoning Ordinance in order to incorporate best practices in parking, loading, and mobility. Recommendations will particularly address parking ratios related to land uses including parking maximums, minimums and exemptions.
7. Identify how zoning changes may have secondary and tertiary impacts on other zoning sections as well as the overall goals of building quality of life and business vitality.
8. Identify opportunities for partnerships to promote use of private parking for public use. We will help the City weigh the benefits and drawbacks of these agreements and how to find mutually beneficial opportunities.
9. Impact of bicycle and alternative transportation options that promote a biking and walking culture in the community. Identify locations for bicycle parking and policies to promote bicycle use.
10. Evaluate existing pedestrian traffic patterns, crosswalk locations, and amenities. Recommend changes to circulation patterns to improve pedestrian navigability and safety between parking lots and local businesses..
11. Identify management structure, operational efficiency, and customer experience recommendations that would maximize the use of the system for both the users and administrators.
12. Comment on the online presence for parking in the City. Make recommendations to enhance or streamline options to increase online tools.
13. Note parking and transportation related signs and identify areas of opportunity for enhanced wayfinding and suggestions for new wayfinding options.
14. A prioritized recommendations matrix. The document will present our findings and recommendations and provide preliminary costs for our recommended improvements, as well as a timeline for implementation.
15. Summary report of findings and recommendations for review by the City before finalizing. This will include an onsite 90% status update meeting to discuss recommendations prior to finalizing study.
16. Final public presentation to City Council, DDA, stakeholders, and public. Final presentation can be given in a public forum if chosen by the City. Final presentation can be given twice in the same day if a public presentation and City Council presentation were scheduled at different times.





## DELIVERABLES

To make information more accessible to the public, Fishbeck will not provide a traditional written report, but rather a summary report of findings and recommendations. The final summary report that will focus heavily on graphics, the implementation matrix, and other visual means to communicate current conditions and recommendations for future management of the parking system. The summary report will include a summary of public outreach, 50% workshop summary and slideshow, final presentation, and all collected data. The following items will present the City an accurate view of the current conditions and a plan for future parking needs. Deliverables include:

- Onsite kickoff meeting with City administration, DDA, and stakeholders.
- Public information gathering forum.
- Stakeholder interviews onsite during data collection.
- Summary technical memo of stakeholder input.
- Charts showing parking supply and demand in the downtown.
- GIS files of all parking and mobility assets and parking demand during the identified collection times (optional service).
- Project 50% status workshop (onsite) – The goal of the meeting is to ensure the Fishbeck team and the City have the same understanding of findings and are working together to develop solutions. Data collection, community outreach summary, and preliminary recommendations will be main topics for discussion.
- Prioritized implementation matrix including:
  - Short-term recommendations
  - Mid-term (1-4 year) recommendations
  - Long-term (5+ years) long range goals
  - Potential cost of recommendations
- Project 90% status update meeting – The goal of the meeting is to finalize the recommendations, cost projections, and timelines.
- Weekly update calls with the project team.
- Final presentation.
- Summary final report – We will incorporate the feedback and comments received from the City into the final report document. The final report document will include an executive summary, and include all maps, data, survey results, implementation matrix, zoning recommendations, and other documentation.

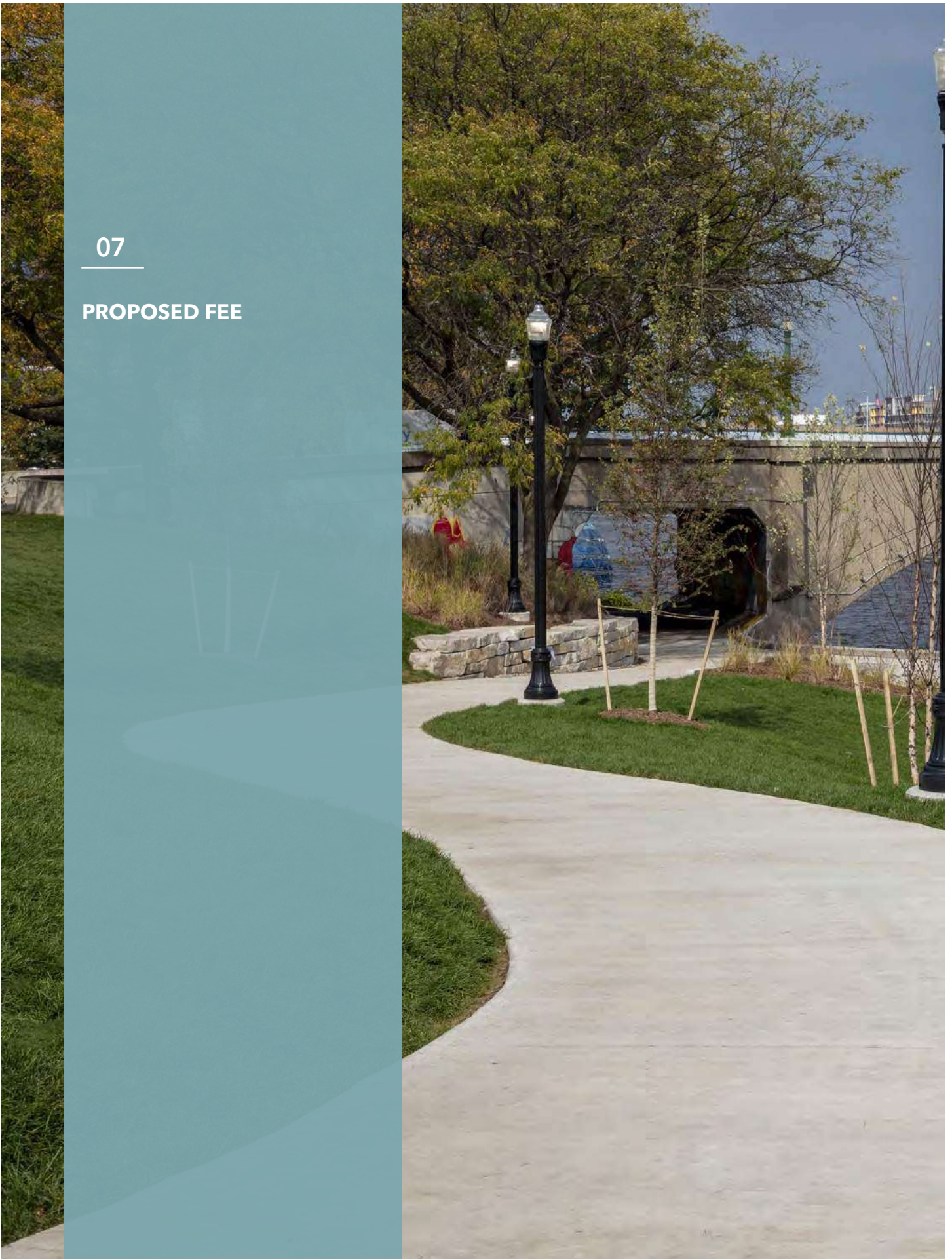


## OPTIONAL SERVICES

- GIS-based data inventory and parking occupancy data collection
- Online public survey

07

PROPOSED FEE



# PROPOSED FEE

Fishbeck's proposed fee to provide a City-wide Parking Study and Strategic Plan for the City of Berkeley includes the following:

## **BASE FEE**

\$32,000 lump sum inclusive of expenses

## **ADDITIONAL SERVICES**

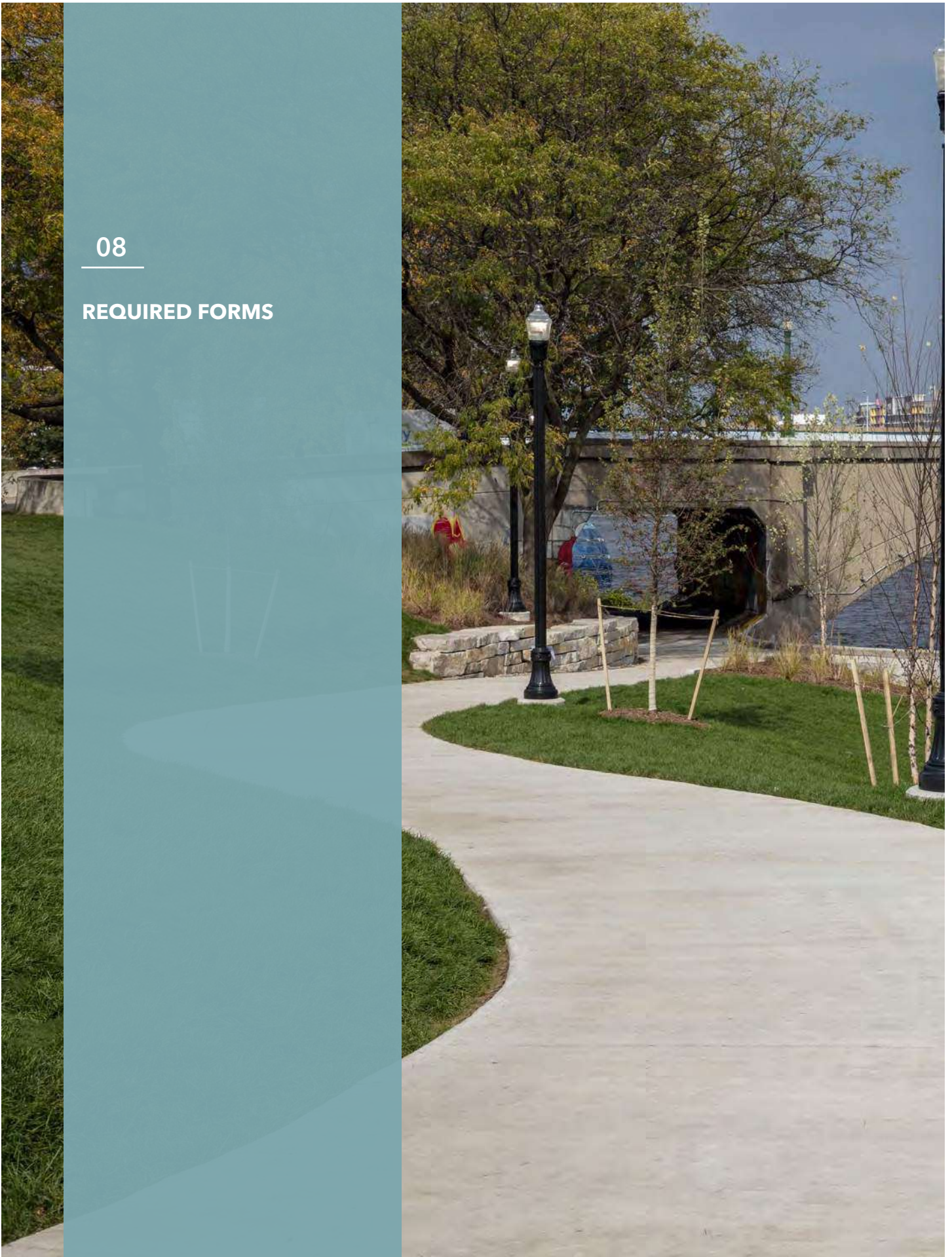
GIS mapping of parking assets, three parking occupancy counts, heat maps, and data in GIS format – \$11,500

Online patron survey with results incorporated into final report – \$2,800



08

## REQUIRED FORMS





# CITY OF BERKLEY MICHIGAN CITY WIDE PARKING STUDY AND STRATEGIC PLAN REQUEST FOR PROPOSALS

## ***Authorized Representative***

The City is seeking a qualified consultant that is conscientious, has integrity, and can complete the work in a timely manner. Representatives of the selected firm must professionally conduct themselves while on City premises.

The Authorizing Representative shall be empowered to enter the bidding Consultant into binding professional service agreements and agrees that all information within the submitted bid documents is up-to-date and accurate to the best of their knowledge.

The City recognizes that authorizing representatives may delegate field supervision or account management to other employees. Please complete the Main Contact portion if performance and service offerings will be overseen by someone other than the Authorizing Representative.

A handwritten signature in black ink, appearing to read "Robert E. Pomeroy", is written over a horizontal line.

AUTHORIZED SIGNATURE

9/7/2022

DATE

### **AUTHORIZING REPRESENTATIVE:**

Representative Name:	Robert E. Pomeroy, AIA
Representative Title:	Senior Vice President/Principal
Phone Number:	800.456.3824
Email Address:	bpomeroy@fishbeck.com
Company Name:	Fishbeck
Company Street Address:	1515 Arboretum Drive SE, Grand Rapids, MI 49546
Company Website:	www.fishbeck.com

### **MAIN CONTACT:** [If Different from Authorizing Representative]

Contact Name:	Jon Forster, CAPP
Contact Title:	Parking Planner
Direct Phone Number:	616.330.5233
Direct Email Address:	jforster@fishbeck.com

### **REFERENCES:**

Name and Contact:	Josh Naramore, Mobile GR Director   City of Grand Rapids Parking Services 616.456.3290   jnaramore@grand-rapids.mi.us
Name and Contact:	Denise Pike, Community Development Director   City of St. Clair Shores 586.447.3418   piked@scsma.net
Name and Contact:	Joe Gacioch, City Manager   City of Ferndale   248.546.2399   jgacioch@ferndalemi.gov



## CITY OF BERKLEY MICHIGAN CITY WIDE PARKING STUDY AND STRATEGIC PLAN REQUEST FOR PROPOSALS

### ***Basis for Award***

The City is seeking a qualified consultant that is conscientious, has integrity, and can complete the work in a timely manner. Representatives and employees of the selected firm must professionally conduct themselves while on City premises.

This contract will be with the understanding that this price will not be exceeded unless the scope of the project significantly changes and both parties agree.

#### **COMPANY EXPERIENCE:**

Number of Years in Business:	66
Number of Years of Community Development Experience:	44
Number of Years of Parking and/or Strategic Planning:	28

#### **PROMPTS:**

Please include in your bid response to the following prompts:

- What is your company's approach and vision for this specific project?
- What is your implementation process and timeline?
- Please provide any additional information that would help us understand why our company and approach are the best options for us.

#### **PRICING (FIXED):**

Year One / Initial Setup:	\$ 32,000
Ongoing Costs and/or Subscriptions:	\$ 0
Potential Add-On options (if applicable):	\$ 14,300

Fishbeck's proposed fee to provide a City-wide Parking Study and Strategic Plan for the City of Berkley includes the following:

##### **Base Fee**

\$32,000 lump sum inclusive of expenses

##### **Additional Services**

GIS mapping of parking assets, three parking occupancy counts, heats maps, and data in GIS format — \$11,500

Online patron survey with results incorporated into final report — \$2,800





## CITY OF BERKLEY BID OPPORTUNITY CONFLICT OF INTEREST DISCLOSURE FORM

<b>BID OPPORTUNITY:</b>	City-Wide Parking Study and Strategic Plan
-------------------------	--

<b>Name:</b>	Robert E. Pomeroy, AIA	<b>Company:</b>	Fishbeck
<b>Title:</b>	Senior Vice President/Principal	<b>Address:</b>	1515 Arboretum Drive SE, Grand Rapids, MI 49546

Please describe any relationships, transactions, positions you hold (as owner, director or volunteer of a for-profit or nonprofit organization) or other circumstances you believe could contribute to an actual or perceived conflict of interest between the City of Berkley and your personal interest. (Use additional paper if necessary.)

<input type="checkbox"/>	<b>I have the following conflict of interest to report.</b>

<input type="checkbox"/>	<b>I have the following potential conflict of interest to report.</b>

<input checked="" type="checkbox"/>	<b>I have no circumstances that I believe could contribute to an actual or perceived conflict of interest.</b>
-------------------------------------	--

Signature

9/7/2022

Date



## CITY OF BERKLEY BID OPPORTUNITY CONTRACTOR REFERENCES

<b>BID OPPORTUNITY:</b>	City-Wide Parking Study and Strategic Plan
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### REFERENCE 1:

<b>COMPANY NAME</b>	City of Grand Rapids Parking Services
<b>ADDRESS</b>	50 Ottawa Avenue NW, Grand Rapids, MI 49503
<b>TELEPHONE</b>	616.456.3290
<b>CONTACT PERSON</b>	Josh Naramore, Mobile GR Director
<b>CONTRACT DATES</b>	January 2019 - September 2019
<b>DESCRIPTION OF WORK</b>	Conducted operations analysis of on-street parking, special events, pedestrian access, and curb use. Provided recommendations to improve patron access and safety, improve traffic flow, update signage and communication, utilize GIS management of parking assets, and change on-street parking enforcement policy.

### REFERENCE 2:

<b>COMPANY NAME</b>	City of St. Clair Shores
<b>ADDRESS</b>	27600 Jefferson Avenue, St. Clair Shores, MI 48081
<b>TELEPHONE</b>	586.447.3418
<b>CONTACT PERSON</b>	Denise Pike, Community Development Director
<b>CONTRACT DATES</b>	March 2022-Ongoing
<b>DESCRIPTION OF WORK</b>	Conducted downtown parking study including GIS data collection, parking occupancy, and a policy review to better serve patrons in the growing downtown area. Recommendations included enhanced placemaking, signage and communication changes, using private lots to increase parking capacity, pedestrian and bicycle safety, and traffic calming.

### REFERENCE 3:

<b>COMPANY NAME</b>	City of Ferndale
<b>ADDRESS</b>	300 East Nine Mile Road, Ferndale, MI 48220
<b>TELEPHONE</b>	248.546.2399
<b>CONTACT PERSON</b>	Joe Gacioch, City Manager
<b>CONTRACT DATES</b>	2018-Ongoing
<b>DESCRIPTION OF WORK</b>	Provided several services including community outreach, parking facility design, zoning and site plan approval, parking system financial analysis, brownfield due diligence, and facility maintenance. Fishbeck staff assisted the City in developing an operations plan in preparation for opening the new DOT parking structure in 2020.



## CITY OF BERKLEY BID OPPORTUNITY HOLD HARMLESS & INDEMNITY FORM

**BID OPPORTUNITY:** City-Wide Parking Study and Strategic Plan

### PURPOSE:

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Berkley (City), its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at anytime there from) which may be sustained or claimed by any person or persons.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the CONTRACTOR or anyone acting on its behalf in connection with or incident to this agreement.

The CONTRACTOR shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the CONTRACTOR shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The CONTRACTOR shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

### PLEASE PRINT:

**Fishbeck**

Contractor Name

**1515 Arboretum Drive SE**

Contractor Street Address

**Grand Rapids, MI 49546**

City, State, Zip Code

**800.456.3824**

Telephone

**Robert E. Pomeroy, AIA**

Authorized Representative

Signature

**9/7/2022**

Date

Witness





**CITY OF BERKLEY**  
**OFFICE OF THE CITY CLERK**  
 3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

# CITY OF BERKLEY BID OPPORTUNITY IRAN BUSINESS RELATIONSHIP AFFIDAVIT

<b>BID OPPORTUNITY:</b>	City-Wide Parking Study and Strategic Plan
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**THIS AFFIDAVIT SHALL BE SUBMITTED AND MADE A PART OF EACH AND EVERY BID PROPOSAL  
 TO THE CITY OF BERKLEY, MICHIGAN**

STATE OF MICHIGAN  
 COUNTY OF OAKLAND

Robert E. Pomeroy, AIA, BEING DULY SWORN  
 deposes and says that:

1. Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, the respondent certifies, under civil penalty for false certification, that it is not an "Iran linked business," as that term is defined in the Act.
2. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this  
6th day of September, 2022  
 a notary public in and for said County,

Sandra L Ross  
 Notary Public

My Commission expires: 10/27/2027



Robert E. Pomeroy  
 Authorized Signature  
**Robert E. Pomeroy, AIA**  
 Printed Name of Signatory  
**Fishbeck**  
 Company Name  
 1515 Arboretum Drive SE, Grand Rapids, MI 49546  
 Address  
**Grand Rapids, MI 49546**  
 City, State, Zip Code  
**800.456.3824**  
 Area Code & Phone Number

**PLEASE NOTE: City of Berkley employees cannot notarize this document.**



**CITY OF BERKLEY**  
**OFFICE OF THE CITY CLERK**  
 3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

# CITY OF BERKLEY BID OPPORTUNITY NON-COLLUSIVE AFFIDAVIT

**BID OPPORTUNITY:** City-Wide Parking Study and Strategic Plan

**THIS AFFIDAVIT SHALL BE SUBMITTED AND MADE A PART OF EACH AND EVERY BID PROPOSAL  
TO THE CITY OF BERKLEY, MICHIGAN**

STATE OF MICHIGAN  
COUNTY OF OAKLAND

Robert E. Pomeroy, AIA, BEING DULY SWORN  
deposes and says that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vender of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.
3. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this  
6th day of September, 20 22  
 a notary public in and for said County,

Sandra L Ross  
 Notary Public

My Commission expires: 10/27/2027



Robert E Pomeroy

Authorized Signature

Robert E. Pomeroy, AIA

Printed Name of Signatory

Fishbeck

Company Name

1515 Arboretum Drive SE, Grand Rapids, MI 49546

Address

Grand Rapids, MI 49546

City, State, Zip Code

800.456.3824

Area Code & Phone Number

**PLEASE NOTE: City of Berkley employees cannot notarize this document.**



**CITY OF BERKLEY BID OPPORTUNITY**  
**NON-DISCRIMINATION AFFIDAVIT**

**BID OPPORTUNITY:** City-Wide Parking Study and Strategic Plan

**THIS AFFIDAVIT SHALL BE SUBMITTED AND MADE A PART OF EACH AND EVERY BID PROPOSAL  
TO THE CITY OF BERKLEY, MICHIGAN**

STATE OF MICHIGAN  
COUNTY OF OAKLAND

Robert E. Pomeroy, AIA, BEING DULY SWORN  
deposes and says that:

1. In compliance with the City of Berkley Non-Discrimination Policy, the Contractor shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
2. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this  
6th day of September, 2022  
a notary public in and for said County,

Sandra L. Ross  
Notary Public

My Commission expires: 10/27/2027



Robert E. Pomeroy  
Authorized Signature

Robert E. Pomeroy, AIA  
Printed Name of Signatory

Fishbeck  
Company Name

1515 Arboretum Drive SE, Grand Rapids, MI 49546  
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