CITY OF BERKLEY PUBLIC NOTICE
REGULAR CITY COUNCIL MEETING
Monday, October 6, 2025
7:00 P.M. – City Hall
248-658-3300

CALL 40th COUNCIL TO ORDER
APPROVAL OF AGENDA
MAYOR-LED MOMENT OF REFLECTION
PLEDGE OF ALLEGIANCE
PUBLIC COMMENT
Comments are invited on each Agenda item when that item comes up for consideration. Matters not listed on the Agenda may be addressed at this time. Please state your name and residential city. Each speaker's remarks are a matter of public record, and the Council will not engage in a back-and-forth discussion. Any person speaking at a City Council Meeting may be called to order by the Mayor or any Council Member for failure to be germane to the business of the City or for disruptive or disorderly behavior which prevents the Council from conducting its business. There is a three-minute limit per speaker.
ORDER OF BUSINESS

Consent Agenda

1. **APPROVAL OF THE MINUTES:** Matter of approving the minutes of the 40th Regular City Council meeting on Monday, September 22, 2025, City Council Work Session on Monday, September 22, 2025, and the Special City Council meeting on Monday, September 29, 2025.

2. **MOTION NO. M-89-25:** Matter of approving a budgeted purchase of two new Exmark Lazer X-series 820 KAW EFI 72" mowers and accessories from Weingrartz, of Utica, MI, in the amount of $33,750.94. This purchase is budgeted under account number 101-441-982-000 (Ball Field Equipment).

3. **MOTION NO. M-90-25:** Matter of approving the 2025-26 Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Berkley. The City will be reimbursed a total of $12,947.94, which will be paid in two installments, $6,473.97 due in December 2025 and $6,473.97 due in March 2026.

4. **MOTION NO. M-91-25:** Matter of approving the purchase of rock salt for winter maintenance activities utilizing the Farmington Hills/MITN Cooperative Purchasing Program for the 2025-26 season.

5. **MOTION NO. M-92-25:** Matter of awarding the contract for the Library study room construction project to Christopher Grey Remodeling & Design, LLC, at the cost of $31,000, as well as $3,500 for construction contingencies. This is a budgeted expense from account 101-267-976-271, Library building improvements.

6. **PROCLAMATION NO. P-25-25:** Matter of proclaiming October 2025 as Berkley Area Chamber of Commerce Month.

7. **PROCLAMATION NO. P-26-25:** Matter of proclaiming October 2025 as National Breast Cancer Awareness Month.

Regular Agenda

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

2. **MOTION NO. M-93-25:** Matter of designating Saturday, December 6, 2025, 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 the event dates.

3. **MOTION NO. M-94-25:** Matter of considering a Workforce Housing Payment in Lieu of Taxes (PILOT) for The Columbia.

4. **MOTION NO. M-95-25:** Matter of considering special land use approval for a pharmacy use in the Residential Corridor District at 3462 Greenfield Road, on the west side of Greenfield Road, north of Twelve Mile Road.

5. **RESOLUTION NO. R-17-25:** Matter of adopting a resolution approving amended investment policy.

6. **RESOLUTION NO. R-18-25:** Matter of approving a resolution authorizing the treasurer to complete the necessary application for the City to become a member of the Michigan Class Investment Pool.

COMMUNICATIONS

ADJOURN

Note: The City of Berkley will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and verbal representations 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 to the Council before the meeting may send an email to comment@berkleymi.gov by noon on the day of the meeting. Emails sent prior to the deadline will be a part of the meeting record but will not be read during the Council meeting.

THE REGULAR MEETING OF THE FORTIETH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 7 PM ON MONDAY, SEPTEMBER 22, 2025 BY MAYOR DEAN

PRESENT: Councilmember Steve Baker
Councilmember Clarence Black (attending remotely from military duty)
Mayor Pro Tem Ross Gavin
Councilmember Dennis Hennen
Councilmember Gregory Patterson
Councilmember Jessica Vilani
Mayor Bridget Dean

OTHER STAFF PRESENT:
City Manager Crystal VanVleck
City Attorney Dan Christ
Deputy City Clerk Rachel Patterson
DDA Director Nate Mack

APPROVAL OF AGENDA
Councilmember Patterson moved to approve the agenda
Seconded by Councilmember Hennen
Ayes: Gavin, Hennen, Patterson, Vilani, Baker and Dean
Nays: None
Councilmember Black was unable to vote due to technical difficulties.
Motion Approved.

PUBLIC COMMENT
Jeff Tong, Berkley Historical Museum Curator, spoke regarding the upcoming Cemetery Tour at Roseland Park on October 18th from 1-4pm.Tickets are $15, and are for sale at the Treasurer's Office, the Berkley Library, the Historical Museum and the Roseland Park office. Learn more at berkleyhistory.com.

Jim Worthheimer, Berkley, spoke regarding the condition of the tennis courts.

CONSENT AGENDA
Councilmember Patterson moved to approve the following Consent Agenda
Seconded by Councilmember Hennen

APPROVAL OF THE MINUTES: Matter of approving the minutes of the 40th Regular City Council meeting on Monday, September 8, 2025, and the Special City Council meetings on Monday, September 8, 2025 and Monday, September 15, 2025.

WARRANT LIST: Matter of approving Warrant List No. 1414.

ORDINANCE NO. O-07-25: Matter of considering the second reading of an ordinance of the City Council of Berkley, Michigan, to amend Section 14-36, Outdoor Uses in Connection with Class C Liquor-Licensed Establishments of the City of Berkley Code of Ordinances to address incorrect Zoning Ordinance references.

ORDINANCE NO. O-08-25: Matter of considering the second reading of an ordinance of the City Council of Berkley, Michigan to amend Article 2 Definitions, Article 6 Site Design Based Districts, Article 9 General Provisions, Article 11 Sign Regulations, Article 14 Off-Street Parking Loading, and Access Standards and

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Article 15 Site Plan Review Procedures and Requirements of Chapter 138 Zoning of the Berkley Code of Ordinances to add definitions for business services and live/work units, to clarify site area governs site layout, to clarify the reviewer for fences, to allow ground-mounted solar energy systems in residential districts, to clarify regulations for residential driveways, to modify the width requirements for attached garages, to clarify regulations for detached accessory buildings and swimming pools, to clarify regulations for window signs and temporary signs, to clarify clear vision zone requirements, to add regulations for areas of residential parking and recreational vehicles, to clarify requirements for where on-street parking may be counted as individual business parking and to clarify requirements and procedures for pre-application and preliminary site plan review.

PROCLAMATION NO. P-23-25: Matter of proclaiming September 2025 as Childhood Cancer Awareness Month.

PROCLAMATION NO. P-24-25: Matter of proclaiming September 2025 as National Suicide Prevention Month.

Ayes: Gavin, Hennen, Patterson, Vilani, Baker and Dean
Nays: None
Councilmember Black was unable to vote due to technical difficulties.
Motion Approved.

REGULAR AGENDA

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

Councilmember Patterson read P-23-25 in its entirety.

Councilmember Baker read P-24-25 in its entirety.

MOTION NO. M-86-25: Matter of approving a Downtown Development Authority (DDA) event, "Boo!kley Monster Mash Block Party" on Coolidge between 12 Mile and Catalpa on Saturday, October 25, 2025 from 2-5 p.m. and authorizing the road closure of Coolidge on that date. Approval is conditional upon the submission of required items and documents prior to the event date.
Councilmember Baker moved to approve Motion No. M-86-25
Seconded by Mayor Pro Tem Vilani
Ayes: Hennen, Patterson, Vilani, Baker, Black, Gavin and Dean
Nays: None
Motion Approved.

MOTION NO. M-87-25: Matter of authorizing the City Manager to sign the Secondary Manufacturers Opioid Settlement Form.
Mayor Pro Tem Gavin moved to approve Motion No. M-87-25
Seconded by Councilmember Hennen
Ayes: Patterson, Vilani, Baker, Black, Gavin, Hennen and Dean
Nays: None
Motion Approved.

COMMUNICATIONS:

MAYOR PRO TEM GAVIN

- Said that he had the pleasure of being at the Michigan Municipal League conference last week. He attended some great seminars on creative solutions to storm water management issues, community art, revamping corridors for housing and transit. As always, it was a thrill to be able to

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not only spend time with colleagues, to look at ways to bring back ideas to improve our community, but also be able to spend time with other elected officials and local government officials from around the state.
- The next meeting for the Parks and Recreation Advisory Board will be October 9th at 7 PM at the Community Center.
- The next meeting of the Library Board will be October 15th at 7 PM at the Library.

COUNCILMEMBER BAKER
- The Historical Committee met on September 9th.
    - Judge Derek Meinecke visited to share ideas around a memorial display in honor of the honorable Jamie Wittenberg.
    - Tickets are on sale for the upcoming Berkley Historical Museum Roseland Park Cemetery tour on October 18th and in case of rain delay the rain day is Sunday October 19th.
    - Please remember that new holiday ornaments and mugs are available for purchase in the Museum, at the Library, and at City Hall.
    - For more information visit berkleyhistory.com.
- The Downtown Development Authority Board met at 8:15 AM on September 10th.
    - Nate Mack, the new DDA director, discussed his 90-day plan. They talked about winter barrels, planters, banners throughout our downtown and Boo!kley. Planning is underway with plans for the Dorothea pocket park to be reactivated during the month as well.
    - He said that he also attended last week's MML convention. He said that he picked up some ideas particular to the downtown attracting businesses and some other safety ideas around making the downtown more walkable.
    - For more information on that and more, please visit downtownberkley.com.
- James Madison, who would later become the fourth US president, wrote the following declaration: “Congress shall make no law respecting an establishment of religion or prohibiting the free exercise thereof or abridging the freedom of speech or of the press or the right of the people peacefully to assemble and to petition the government for a redress of grievances.”
- Especially as we continue to slide into authoritarianism, please be sure to hug somebody you love.

COUNCILMEMBER HENNEN
- The Zoning Board of Appeals had no cases in September, but they will have four cases to hear on Monday, October 13th.
- The Tree Board met the same night, September 22nd. On their agenda was a status update from over the summer and planning for the coming year.
- He said that, like his colleagues, he also attended the Michigan Municipal League conference. Two big takeaways were some strategies on attainable housing, how to bring housing that the average person in Berkley could afford, and also ideas with artificial intelligence. He said he was meeting with one of the speakers next month to brainstorm ideas on how to use artificial intelligence to help boost productivity in local government both in Berkley and statewide.

COUNCILMEMBER BLACK
- No update.

COUNCILMEMBER PATTERSON
- The Planning Commission meets tomorrow, September 23rd.
- The Beautification Advisory Committee meets Wednesday, September 24th. They did a cleanup yesterday, cleaning up the Community Center, and the area in front of the Senior Center. He said if you drive by or stop by, take a look.
- He added that they had a little over 200 results already for the Parks and Recreation five-year master plan survey; he asked people to please take it if they hadn’t.

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COUNCILMEMBER VILANI

- Thanked everyone in the Environmental Advisory Committee who sponsored the Native Plant Sale on Sunday and everyone who came out and purchased plants for their yards.
- The next meeting of the Environmental Advisory Committee will be on October 16th at 6:30 PM on the second floor of the Public Safety building.
- Reminded people that Thursday, September 25th there will be a Pub Crawl from 5 to 11 PM. Tickets are $30 in advance and $40 at the door; includes a T-shirt and recovery bag. There will be a shuttle taking people around to all the locations so people don't have to pub crawl and drive. The theme is the 70s or Halloween, so people should bring out their best gear and get ready for a good time.
- One last reminder that on Wednesday, September 24th, at 6:30 PM in Council Chambers, the League of Women Voters will be hosting their annual candidate forum. She said Councilmember Baker and Councilmember Hennen are seeking re-election; there are three newcomers with one open seat. People should remember that their vote is their voice and this will be a good chance to hear from the candidates and make informed decisions.

CITY MANAGER VANVLECK

- Said that the Dorothea Pocket Park will be a highlight of the Boo!kley Monster Mash. The city identified it as a great opportunity for another pilot temporary closure of the space. She said survey results from the previous pilot came back wonderfully, showing a lot of what was expected, but also providing feedback on what people liked and what issues they ran into. She said based on that, the city wanted to plan another temporary closure, this time in partnership with the DDA and the month-long Boo!kley celebration.
- Explained the closure of the road was done via a temporary traffic control order, typically issued by Public Safety, so it did not necessarily require a vote of Council. She said there was a desire to continue temporary closures as long as times were identified when it made sense. She said this partnership with the DDA was the perfect time. The street would be closed the weekend of September 26th and reopened November 3rd, a little longer than a month. Amenities such as seating, lighting, and games would return, with activations mostly hosted by the DDA.
- Said the space would not be activated as heavily as during the initial pilot, since survey results showed many people used the space passively, which aligned with the desired use for a public space. Activations were still important to foster downtown vibrancy, but the main goal was to encourage people to use the space in new ways. She added that the short-term goal was to continue identifying good times to close the street temporarily. She said updates would be available on the Berkley city website, downtownberkley.com, and through the city and DDA's social media.

CITY ATTORNEY DAN CHRIST

- No legal report.

MAYOR DEAN

- Stated that as her colleagues mentioned, she spent a few days in Grand Rapids last week at the MML convention. She noted that while they all attended different sessions, housing was a recurring topic in multiple sessions, as well as thriving communities. She said Berkley is thriving and will continue to do so.
- Attended the Michigan Association of Mayors breakfast, which was a good opportunity to connect with counterparts across the state, and the Michigan Women in Municipal Government luncheon. She said the luncheon always includes a program, and this year it focused on identifying leadership styles. She said there were group discussions about leadership, community challenges, and problem-solving. She added that attending conferences always provides great ideas, whether or not they can apply directly to Berkley, and inspires creative thinking.
- Said she had to mention receiving two letters from Rogers Elementary students, Isaac and Emily. She said they must be doing a unit on social studies, and the letters warmed her heart. They were written in adorable handwriting, with one taped up so no one could see it, and they came through the mail slot at her front door. She said it was the best mail she had received in a long time.

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ADJOURNMENT:

Councilmember Patterson moved to adjourn the Regular Meeting at 7:35 p.m.
Seconded by Councilmember Vilani
Ayes: Black, Gavin, Hennen, Patterson, Vilani, Baker and Dean
Nays: None
Motion Approved.

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Bridget Dean, Mayor

ATTEST:

_____
Victoria Mitchell, City Clerk

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THE SPECIAL WORK SESSION OF THE FORTIETH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 5:30 PM ON MONDAY, SEPTEMBER 22, 2025 BY MAYOR DEAN

PRESENT: Councilmember Steve Baker
Councilmember Clarence Black (attending remotely from military service)
Mayor Pro Tem Ross Gavin
Councilmember Dennis Hennen
Councilmember Gregory Patterson
Councilmember Jessica Vilani
Mayor Bridget Dean

OTHER STAFF PRESENT:
City Manager Crystal VanVleck
Deputy City Clerk Rachel Patterson
City Attorney Dan Christ
Community Development Director Kristen Kapelanski
Downtown Development Authority Director Nate Mack
Assistant to the City Manager Charlaine Stevenson
Communications Director Caitlin Flora

APPROVAL OF AGENDA
Councilmember Baker moved to approve the Agenda
Seconded by Councilmember Patterson
Ayes: Black, Gavin, Hennen, Patterson, Vilani, Baker and Dean
Nays: None
Motion Approved.

PUBLIC COMMENT

None.

REGULAR AGENDA

DISCUSSION: Matter of reviewing the PILOT application for the Columbia Berkley LLC.

Ms. VanVleck introduced the item and explained that PILOT stands for payment in lieu of taxes. The application was received from the Columbia project and reviewed by staff. Council received the presentation last week and a memo was provided.

Ms. Kapelanski provided changes to the staff memo, including table 3 corrections and information on the water main replacement.

- Sewer will be relined, above and beyond requirements.
- Water main replacement may also be done, pending fire flow test.

The timeline was discussed; the item would need to be considered at the next City Council meeting, on October 6th.

Mr. Wayne Wudyka started the presentation which was designed to introduce the public to the project. He went over what the proposed structure will look like after a few redesigns to get to this point. He explained that it would be close to a gateway to the city.

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Mr. Wudyka introduced himself, Max Langenbach, Plante Moran Senior Consultant, and Michael Ferlito, the general contractor, and went over their qualifications and careers.

Mr. Ferlito took over the presentation. He said that this marks their first large multi-family project. They are collaborating with companies familiar with the community that have been actively involved since the PUD approval.

Mr. Ferlito explained that the presentation was designed to show the current project and its potential, including a ground-level coworking space and covered parking for 28 vehicles that will be shielded with screening and landscaping.

Project Overview:

- 51 units
- Modern housing
- Designed to align with the master plan - introduce new housing to the area
- Strategic investment to revitalize this part of the community.

Mr. Ferlito explained why they asked for PILOT; projects of this nature cannot get off the ground without tax abatement incentives, and the spin-off benefits more than compensate. Most, if not all, multi-family projects have tax abatement incentives to remain competitive with other developments in the area.

Mr. Ferlito said that they looked at similar projects, like Hudson Valley, to demonstrate economic impact. The project can realize at least a $2 million spend in the immediate area. He said that the request is not without an economic commitment from the developers, including:

- $10,000 annual contribution to Public Safety over 15 years
- $20,000 investment in a wayfinding program
- $20,000 for downtown improvements
- Sewer main replacement
- Will raise value of surrounding commercial properties

Mr. Ferlito said that these community benefits will directly contribute to the general fund, with $50,000 in tangible funds plus sewer improvements in the first year. The project is anticipated to improve infrastructure, specifically the sewer main replacement and improved water pressure for all residents downstream.

Councilmember Baker asked if the improvements were contingent on a pressure test. Mr. Wudyka confirmed that they would construct the sewer and cover the cost of the pressure test.

Currently, the area generates minimal revenue, and the project is expected to bring additional revenue to the city through sales of surrounding properties and retail. It will also expand on a key benefit outlined in the master plan: diverse housing options, leading to increased workforce attraction and retention and signaling that Berkley is open for business.

Mr. Ferlito explained that some communities do not want apartments or alternate housing options, which drives developers out of the community; such decisions significantly impact surrounding communities.

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Mr. Ferlito said that there are two ways to get housing projects off the ground: TIF (Tax Increment Financing) or PILOT. In 2023, the Governor authorized these tools for workforce housing, leading to ongoing discussions among developers.

Mr. Ferlito suggested that Berkley's openness to business would attract more developers. Projects are often financially impossible without incentives due to construction costs and the tripling of interest rates.

Mr. Ferlito asked does this municipality want this type of housing? Do we want young people and empty nesters? He stated that they tried to include comfortable amenities into the space. He explained their sources and uses; MEDC has indicated full support, contingent on budget and PILOT approval, without which the project would be unviable.

Tax Analysis:

- $13,500
- Local contribution to Berkley: $6,300
- PILOT and MSA figures are projected to increase with CPI and inflation, capped at 5%.

Councilmember Hennen asked if the estimate would reach $15,000 at full occupancy. Councilmember Vilani asked for a comparison if the project were to proceed without a PILOT. Mr. Wudyka stated the project would not move forward under those circumstances.

Councilmember Vilani questioned what had changed, given that the project had already received council approval. Mr. Wudyka cited increased costs (construction/supplies), explaining that while the project began in 2022, bidding could not occur until approval. The prospect of a PILOT prompted them to continue with the project. Rapid increases in interest rates have made construction significantly more expensive than anticipated, and a reduction of over 10% in units means less income.

Mr. Wudyka acknowledged that real estate development means not having all the answers on day one. He emphasized that they had already heavily invested in order to get to this point. The PUD is necessary, and construction must be completed 30 months from June/July. Despite increased construction costs, they would like to build now. Fewer units also mean less rent per unit, leaving money previously planned for on the table. This involves considerations of rent, costs, and interest rates.

Councilmember Hennen said that he is following these kinds of things closely with the MML and his home program, and noted a statewide effort to increase housing. He said that the reality is that sustainable housing projects often require some form of tax incentive. While city services are expected to be covered and not subsidized, such projects still can’t happen without this support.

Mr. Wudyka clarified that this is "attainable housing," not "affordable housing."

Councilmember Baker inquired about the analysis of a 1% PILOT and requested figures for 2-3%. Mr. Wudyka stated that while it is a good long-term project, it lacks short-term cash flow, and they had not calculated those numbers, considering the current offer to be the best.

Mr. Ferlito said that they have no control over project returns. He noted that a 4% PILOT might necessitate changes in other aspects. He mentioned 15 units at 80% AMI, each costing $175,000 over the project's lifespan, which would require an amendment to the rent roll or CBOs.

Councilmember Baker asked if CBOs would be deferred. Mr. Wudyka explained the difficulty of constructing a financing stack with such variables. He said that he knows they can build what they presented, backed by real equity, real money, and a construction loan. He said that they can’t have variables like that when they take it out

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for a permanent loan. The Michigan Economic Development Corporation (MEDC) will match lender's terms, with a longer amortization from the lender, and MEDC will subordinate to them. MEDC's support is critical, adding 20% more equity, providing numerous opportunities for downstream lenders. He stated that the project cannot go up and is locked into the rental formula.

Councilmember Hennen requested to see what 3-4% would entail, from a due diligence perspective.

Mr. Ferlito explained:

- The plan is to achieve 100% AMI occupancy.
- Individuals earning $200,000 annually would not be able to reside in this building.
- It is a Class A facility; comparable units in Birmingham would command $4,000-$6,000 in monthly rent.
- The same unit here would rent for $1,850, compared to $4,373 in Birmingham.

Total Developer Contribution over 15 years:

- 120% AMI rents for 51 units: $23,572,726
- 80-100% AMI rents for 51 units $19,602,241
- 120 to 80-110% AMI Rent Loss $3,907,084

Councilmember Baker asked if the numbers are viable given the statement that the project would not be built without the program. Mr. Wudyka clarified that the cost comparison aimed to demonstrate why these incentives are necessary, as no one would undertake such a project otherwise.

Councilmember Patterson requested figures regarding the Clawson project. Mr. Ferlito stated it is no longer moving forward, and involved a renovated 11-unit building (10-year commercial rehab). He stated that no projects are currently underway without incentives; projects in Detroit cannot be built without PILOT/tax abatement due to taxes and millage rates. In Berkley, this project would create 51 units permanently reserved for workforce individuals, which is rare in current development. Berkley is in an area that commands higher rents; Royal Oak, for example, has higher rents than Detroit. Projects without incentives are typically only found in Birmingham. Berkley is gaining a new building reserved for working individuals, rare today.

Councilmember Hennen reviewed SEMCOG data for Berkley from 2023. Out of 7,000 households, 5,000 in Berkley would earn more than the permitted income to reside in this building, suggesting that the project would create rents within the realm of affordability for even lower-income individuals.

Regarding the proposal for a 45-year renewal, which is considered a very long timeframe, potentially rendering the building obsolete, Mr. Ferlito explained it provided predictability for the project. Rents must reflect taxes, which could cause "sticker shock" within the community.

Councilmember Hennen asked if a 30-year term was on the table. Mr. Ferlito responded that all options are open, depending on how banks see the project. He emphasized the significant capital required, slow equity build, and long amortization. Equity builds downstream, not on day one. Refinancing occurs every five years, and the lender's requirements for the next few rounds must be met. He highlighted the risk involved in building something with nominal cash flow and a downstream refinance, noting that such limits disincentivize projects.

Councilmember Hennen acknowledged that the first 30 years involve loan repayment, with less income, and that after 15 years, more revenue would accrue to make the investment worthwhile, but tax incentives are still necessary. Mr. Ferlito stated that loan refinancing is still required. The permanent loan would be $11-$12 million, with approximately $1 million burned off annually. Refinancing would reset the amortization schedule, unlike a home mortgage where payments reduce the principal over 30 years.

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Mr. Wudyka likened it to refinancing a mortgage every five years. Councilmember Hennen confirmed this applied to commercial loans. Mr. Wudyka stated that 5-10 year terms are normal in the industry; projects must either be cash flow heavy or a longer-term investment.

Mr. Ferlito noted that apartments typically offer low risk and low return, not significant cash flow gains, unlike retail and office buildings with higher risk and higher return, each with different loan structures. Mr. Wudyka explained their motivation: it's a good long-term investment, they believe in the community, it's a better use of the space, and due to depth constraints, nothing else could be built there. Covered parking is a clever solution for meeting parking requirements. They began acquiring buildings in 2007 and accumulated them over time, feeling safe making this long-term investment. They are not risk-averse and view it as a positive stimulus, also serving their interests given they own surrounding properties, which will experience increased property values.

Mayor Pro Tem Gavin asked about the ballpark total net profit. Mr. Ferlito stated he had never been asked that question. Mr. Langenbach clarified that initial cash flow of $50,000 in the first year would slowly inflate. Crucially, it represents a small chunk of the bottom line and could be even smaller if assessed at market rate and full property tax liability were paid.

Councilmember Vilani asked for a breakdown over 5, 10, and 15 years. Mr. Langenbach stated that the initial investment of $2.5 million would not be recouped until a sale (year 10), depending on the cap rate (rate of return). Before the sale, cash flow is minimal. The project is expected to become profitable after 15 years.

Councilmember Vilani then asked what the approximate value would be based on recent market trends. Mr. Langenbach estimated a sale value of $3 million in 10 years, which is below market returns for apartments, and capital gains would be due. He noted non-cash benefits that would help.

Mr. Wudyka emphasized maintaining a long-term perspective on cash flow for estate planning purposes. Mr. Ferlito confirmed that all information, including 15-year cash flow exit pricing and rates, has been provided to the Council, though they do not anticipate a 15-year hold.

Mayor Dean asked what would happen at the end of 15 years if market rate rents were implemented. Mr. Langenbach explained that the PILOT ordinance is for 15 years with an option to renew. Upon renewal, the City can require rents to remain at the same level. If the developer opts for market rate, the property would be reassessed at market value (plus 15 years of non-assessment at market value), resulting in a significant tax increase. Councilmember Hennen said that this would mean losing lower rents in exchange for much higher taxes. Mr. Wudyka commented that if it's a good decision, the city also benefits.

Councilmember Baker asked whether the extension decision would be made now or closer to the end of the 15-year term. Mr. Wudyka stated it allows the developer the option to extend twice.

Councilmember Vilani expressed concern that the city would not have the ability to renew the terms and disliked the idea of making a decision now that would lock 15 future councils almost in perpetuity for the life of the building. Mr. Wudyka stated that the project would not be built without incentives and that they aim to be competitive, acknowledging that Berkley is not Birmingham, and that this attainable project is no different than what surrounding communities are doing.

Councilmember Baker asked if discussions were ongoing regarding up to two renewals, but no decision had been made on those renewals today. Councilmember Vilani reiterated that the city cannot renew, but the developer can.

City Attorney Dan Christ said that considering all factors, if performance metrics were met, that one renewal for a total of 30 years is a negotiated item and that the statute also states that a PILOT extension may not be longer

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than 15 years. He stated that the statements regarding financing were legitimate and that given no breach and proper performance, the developer would be entitled to a 15-year renewal. Mr. Wudyka added that if market conditions are different, they can re-evaluate variables at that time, emphasizing that the current discussion governs thoughtful dialogue for 15 years from now.

Mayor Pro Tem Gavin asked about the impact on residents at that point. Mr. Ferlito stated that the average apartment turnover is 75%, with new residents approximately every 3 years.

Mayor Pro Tem Gavin raised concerns that a rent increase could be cost-prohibitive. Mr. Wudyka responded that such situations occur and that if they were to worry about 15-30 years from now a decision would never be made.

Mr. Wudyka stated that the PILOT rate in Ferndale is 4%. Mayor Dean clarified that it was not an "apples to apples" comparison, as that project involved a surface lot. Mr. Ferlito stated that a 3% PILOT in Ferndale received $4 million from Oakland County. A 56-unit project in Ferndale, almost identical to this one, had a 3% PILOT, but with higher community benefits. Returns for investors and lenders were roughly similar.

Community Development Director Kristen Kapelanski asked if the Ferndale PILOT was higher. Mr. Ferlito clarified it was a 3% PILOT, with lower local generated taxes than in Berkley. Benefits were higher, but not due to a higher PILOT rate. Ferndale had more 120% AMI units for rent, resulting in a higher rent roll. This project has only 6 units at 120% AMI, compared to 19 in Ferndale. The higher rent here is attributable to the higher CBO.

Councilmember Patterson inquired about two projects in progress in Ferndale. Mr. Ferlito confirmed a 4% project in progress and a 3% project at the same stage, both with much higher average rents.

Councilmember Patterson asked if other jurisdictions, such as the DDA or school board, had weighed in. City Manager Van Vleck confirmed discussion at the last DDA meeting, where the DDA's portion versus the City of Berkley's was less than anticipated. They have not yet consulted the school district. Councilmember Patterson then asked about the county. Ms. Van Vleck confirmed no consultation with the county at this stage.

Councilmember Black inquired about the city's greatest risk under current circumstances. Ms. Kapelanski asked what he meant by "risk." Councilmember Black rephrased, asking what the city's downside is. Ms. Kapelanski explained that the city gains more attainable, affordable housing, which is currently lacking in the community and in high demand. Pursuing higher PILOT percentages would result in higher rents, potentially pricing people out, though this could be justified by the city receiving more tax revenue. Projects necessitate incentives; the biggest risk is non-construction, which sends a negative message to the real estate industry about openness to new builds. From an individual basis, considering real estate financing, competitiveness is crucial. Mr. Wudyka added that they can modify future deals, opening the door to more projects.

Mayor Pro Tem Gavin asked if MEDC funds have been allocated in the current fiscal year as the Columbia project is earmarked for current-year dollars as of now.

Mayor Dean asked Ms. Kapelanski and Ms. Van Vleck to summarize the discussion and identify any remaining needs. Ms. Van Vleck reiterated the tight timeline and the option to reconvene or consider the "next best offer," looking for what other options were on the table and what they would entail.

Mayor Dean stated it was probable and that a Headlee override might be required at some point, necessitating diligent effort to articulate the rationale if they choose to proceed. Councilmember Baker inquired about maintaining the status quo, would that be a 2% PILOT. Mr. Ferlito stated that 1% is 2.5 times what they currently receive. Councilmember Hennen noted that a higher percentage without an MSC (Municipal Services Charge) has consequences.

DRAFT

Ms. Van Vleck emphasized the tight timing, as the item must be considered on the October 6th agenda. Mayor Dean asked if it could be tabled. Ms. Van Vleck inquired about the desired date for the work session and asked Mr. Wudyka to provide alternate scenarios before then. Mr. Ferlito confirmed that Mr. Langenbach could undertake that task. Mr. Wudyka asserted that they are not negotiating against themselves and this represents their best offer.

ADJOURNMENT:
Councilmember Vilani moved to adjourn the meeting at 6:55 PM
Seconded by Councilmember Patterson
Ayes: Gavin, Hennen, Patterson, Vilani, Baker, Black and Dean
Nays: None
Motion Approved.

_____
Bridget Dean, Mayor

ATTEST:

_____
Victoria Mitchell, City Clerk

DRAFT

THE SPECIAL CITY COUNCIL MEETING OF THE FORTIETH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 5:30 PM ON MONDAY, SEPTEMBER 29, 2025 BY MAYOR DEAN

PRESENT: Councilmember Steve Baker
Councilmember Clarence Black (attending remotely from military service)
Mayor Pro Tem Ross Gavin
Councilmember Dennis Hennen
Councilmember Gregory Patterson
Mayor Bridget Dean

ABSENT: Councilmember Jessica Vilani

OTHER STAFF PRESENT:
City Manager Crystal VanVleck

APPROVAL OF AGENDA
Councilmember Patterson moved to approve the Agenda
Seconded by Mayor Pro Tem Gavin
Ayes: Black, Gavin, Hennen, Patterson, Baker and Dean
Nays: None
Absent: Vilani
Motion Approved.

PUBLIC COMMENT

None.

REGULAR AGENDA

MOTION NO. M-88-25: Matter of terminating the agreement with Hafeli, Staran & Christ, PC effective 11:59 PM, September 29, 2025 and approving the letter of engagement with Rosati, Schultz, Joppich & Amtsbuechler, PC for municipal legal services effective 12:00 AM, September 30, 2025.
Councilmember Baker moved to approve Motion No. M-88-25
Seconded by Councilmember Hennen
Ayes: Gavin, Hennen, Patterson, Baker, Black, and Dean
Nays: None
Absent: Vilani
Motion Approved.

ADJOURNMENT:
Councilmember Patterson moved to adjourn the meeting at 5:46 PM
Seconded by Mayor Pro Tem Gavin
Ayes: Hennen, Patterson, Baker, Black, Gavin and Dean
Nays: None
Absent: Vilani
Motion Approved.

_____
Bridget Dean, Mayor

ATTEST:

_____
Victoria Mitchell, City Clerk

DRAFT

M-89-25

October 6, 2025 Council Meeting

Moved by Councilmember_____and seconded by Councilmember _____ to approve a budgeted purchase of two new Exmark Lazer X-series 820 KAW EFI 72" mowers and accessories from Weingrartz, of Utica, MI, in the amount of $33,750.94. This purchase is budgeted under account number 101-441-982-000 (Ball Field Equipment).

Ayes:

Nays:

Absent:

Motion:

CITY OF BERKLEY
DEPARTMENT OF PUBLIC WORKS
3238 BACON AVE, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Mayor Dean and City Council
From: Adam Wozniak, Superintendent of Public Works AW

Date: September 23, 2025
Subject: 2x Exmark Lazer X-Series 820 KAW EFI 72" Deck Mowers

---

Madam Mayor and Members of City Council,

Background
As part of the FY 2025-2026 budget, funds initially allocated for the purchase of one new large sports field mower will now be used to purchase two smaller mowers instead. This change will accomplish the same overall goal and is part of our department's Capital Improvement Plan.

Summary

- This Purchase would utilize the Omnia Contract #20469 Tractor, Mowers and other equipment, Parts, and Service Cobb County, GA.

- The total purchase price for the two Exmark Lazer X-Series Mowers and accessories $33,750.94 utilizing the account number 101-441-982-000 (General Fund). In our Capital Improvement Plan we budgeted $80,000 for ball field equipment.

- Our staff was able to evaluate several models and thoroughly assessed the performance and efficiency of both the larger and smaller units. We found that utilizing two smaller mowers proved to be more practical and efficient for our operational needs compared to a single large mower. This approach not only streamlines our workflow but also presents a more cost-effective solution, allowing us to achieve the same high-quality results.

- Part of the purchase does include a line striping kit for both mowers, as well as a mulching mechanism. This mulching mechanism does allow the operator to decide whether they want to mulch or blow out the grass debris.

- The purchase of two new mowers which is larger than our current equipment, would significantly improve the efficiency of our landscape duties, particularly in maintaining ball fields and other large areas in the city.

Recommendation

It is my recommendation that City Council approves the purchase of two Exmark Lazer X-Series Mowers with accessories from Weingartz of Utica, MI in the amount of $33,750.94 utilizing the account number 101-441-982-000.

WEINGARTZ EVERYTHING FROM LAWN TO SNOW

QUOTATION

To: ***CITY OF BERKLEY DPW***
ACCOUNTS PAYABLE
3338 COOLIDGE HWY
BERKLEY, MI 48072-1690

Quote #: ***11043465-00***
Date: 08/28/25
Exp Date:

Attn:
Phone: (248) 546-2425
Email: dbrus@berkleymi.gov

Prepared By: ***Brian Buddie***
Phone: (586) 262-5875
Email: bbuddie@weingartz.com

Product number	Product and Description	Qty	Sale Price	Total
EXLRX820AKA726Q1	Lazer X-Series 820 KAW EFI 72" Deck List Price: $22,293.32	2	$15,692.00	$31,384.00
ex142-8166	FOOT PEDAL - REQUIRES GA TE & CABLE ASSEMBLY 142- List Price: $194.99	2	$186.29	$372.58
ex116-6656	Kit-Striper Vert Adjust 72 List Price: $633.59	2	$633.59	$1,267.18
ex142-8181	ASM-OCD GATE AND CABLE List Price: $363.59	2	$363.59	$727.18

Total	$33,750.94
Invoice Total	$33,750.94

Prices quoted reflect Omnia Contract No. 20469

Approved By

Customer _____ Date _____ Weingartz Representative _____ Date _____

M-90-25

October 6, 2025 Council Meeting

Moved by Councilmember_____and seconded by Councilmember _____ to approve the 2025-26 Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Berkley. The City will be reimbursed a total of $12,947.94, which will be paid in two installments, $6,473.97 due in December 2025 and $6,473.97 due in March 2026.

Ayes:

Nays:

Absent:

Motion:

CITY OF BERKLEY
DEPARTMENT OF PUBLIC WORKS
3238 BACON AVE, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Mayor Dean and City Council
From: Shawn Young, Deputy City Manager for Public Services

Date: October 6th, 2025
Subject: 2025-2026 Winter Maintenance Agreement with RCOC
12 Mile Road (Greenfield to Woodward)

Madam Mayor and Members of City Council,

Background
For over 20 years, the City of Berkley has partnered with the Road Commission for Oakland County (RCOC) to provide winter maintenance services on 12 Mile Road between Greenfield Road and Woodward Avenue. Specific activities include snow removal and ice control (rock salt and chloride)

Summary

- RCOC currently reimburses the City based upon the following formula:
  $8,092.46 per mile (four to five lane roadway) X 1.6 miles = $12,947.94
- RCOC will pay the City in two installments, 50% in December 2025 ($6,473.97) and 50% in March 2026 ($6,473.97).
- Even though the reimbursement does not cover 100% of our costs, the City of Berkley is able to provide a higher level of service than we would typically receive from RCOC.
- As part of the agreement, proof of liability insurance for City personnel/equipment working on County roads and membership in the Michigan Municipal Workers Compensation Fund has already been provided to the Road Commission.

Recommendation
It is my recommendation that City Council adopts a resolution approving the 2025-2026 Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Berkley.

ROAD COMMISSION for OAKLAND COUNTY

QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

September 10, 2025

Mr. Shawn Young
Director of Public Works
City of Berkley
3238 Bacon Ave.
Berkley, Michigan 48072

RE: 2025-2026 Winter Maintenance Agreement

Dear Mr. Young:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Berkley.

This 2025-2026 agreement has an increase of 4%, which increases the amount from $12,449.94 to $12,947.94.

If this agreement is satisfactory, please electronically send one signed copy of the agreement and the resolution of approval by your City Council to my account assistant Lema Sabbagh, email, lsabbagh@rcoc.org. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

/ls
Attachment

2025-2026 WINTER MAINTENANCE AGREEMENT
CITY OF BERKLEY

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement ("Agreement") is made this ____day of_____, 2025, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the "Board," and the City of Berkley, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. "Winter Maintenance," herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board's maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of $12,947.94, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December 2025
50% in March 2026

The making of said payments shall constitute the Board's entire obligation in reference to Winter Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage district(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local unit(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the Board. Therefore, the City falls within the governmental immunity protection of the Board.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

Without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. Certificates of insurance for each policy of insurance required by this Agreement shall provide for 30 days actual (not "endeavor to"), prior, written notice to the RCOC by the insurance carrier of any cancellation, termination, reduction or other material change of the policy; and the City shall deliver such certificates to the RCOC.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State**.** In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter

directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2025, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2026, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____, and by the City by authority of a resolution of its governing body, adopted _____, (copy attached as Exhibit C).

Witnesses:

CITY OF BERKLEY
A Municipal Corporation

_____ By:_____

Its:_____

_____ By:_____

Its:_____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

_____ By:_____

Its:_____

_____ By:_____

Its:_____

WINTER MAINTENANCE
2025-2026

CITY OF BERKLEY

EXHIBIT A

Twelve Mile Road
Between Greenfield Road to Woodward Avenue

Miles	Cost Per Mile		
1.60	$8,092.46	TOTAL	$12,947.94

FOUR OR FIVE LANES ($8,092.46 per mile)

Miles	Cost Per Mile		
1.60	$8,092.46	TOTAL	$12,947.94

50% in December 2025	$ 6,473.97
50% in March, 2026	$ 6,473.97
	$12,947.94

EXHIBIT B

2025-2026 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

INSURANCE PROVISION
(CITY)

Insurance Coverage:
The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

a. Worker's Compensation and Employer's Liability Insurance: The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.

1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:		or: Combined Single Limit:	
Each Person	$1,000,000	Aggregate	$2,000,000
Each Occurrence	$1,000,000		
Aggregate	$2,000,000		

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability: Each Person $1,000,000 Each Occurrence $1,000,000	or: Combined Single Limit: Each Occurrence: $1,000,000

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.

d. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's General Liability Insurance.

e. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30-day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.

f. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which this Exhibit B is attached.

M-91-25

October 6, 2025 Council Meeting

Moved by Councilmember_____and seconded by Councilmember _____ to approve the purchase of rock salt for winter maintenance activities utilizing the Farmington Hills/MITN Cooperative Purchasing Program for the 2025-26 season.

Ayes:

Nays:

Absent:

Motion:

CITY OF BERKLEY
DEPARTMENT OF PUBLIC WORKS
3238 BACON AVE, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Mayor Dean and City Council
From: Shawn Young, Deputy City Manager for Public Services

Date: October 6th, 2025
Subject: Recommendation of Award – MITN Rock Salt- Detroit Salt

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Madam Mayor and Members of City Council,

Background
For several years now, the City of Berkley has successfully partnered with the City of Farmington Hills for procurement of rock salt via the MITN Cooperative Purchasing Program.

Summary

- This collaboration has been proven as a cost-effective means of reducing overall costs due to the increased volumes generated by the partnering communities.
- This year would be a one-year extension of the previous contract.
- The city retains the rights to increase or decrease our volumes by roughly 30% without impacting the price per ton.
- The City of Huntington Woods and the Berkley School District currently utilize the City of Berkley for their rock salt needs. Their price per ton is set to recoup our cost for the material, handling, and billing.
- Our average anticipated tonnage for the year is 1200 tons. This is very weather dependent but we have a 60% variable built into the contract that generally covers our seasonal usage changes.
- The purchase of winter maintenance materials is budgeted under accounts 202-478-758-000 ($50,000) and 203-478-758-000 ($25,000).

Recommendation

- It is my recommendation that City Council approves the purchase of rock salt for the 2025-2026 winter maintenance season utilizing the Rochester Hills- MITN Cooperative Purchasing Program.

DEPARTMENT OF CENTRAL SERVICES

ADDENDUM NOTICE NO. 1

OF

CONTRACT NO. FH- 22-23-2388
ROCK SALT FOR SNOW & ICE CONTROL

NAME & ADDRESS OF VENDOR: Detroit Salt Company, L.C. 12841 Sanders Street Detroit, MI 48217 Contact-Jean Szatkowski 313.488.1891 jszatkowski@detroitsalt.com	**CONTRACT TERM:** **Current-April 10, 2023 – April 9, 2025** **Renewal Option 1- April 10, 2025 – April 9, 2026** **Renewal Option 2- April 10, 2026 – April 9, 2027** **Renewal Option 3- April 10, 2027 – April 9, 2028** **Renewal Option 4- April 10, 2028 – April 9, 2029**
TERMS: Net 30	**BUYER:** Michelle Aranowski, Director of Central Services (248) 871-2426 maranowski@fhgov.com
F.O.B.: Delivered	**COOPERATIVE:** Extension approved to all MITN Purchasing Cooperative Members

NATURE OF CHANGE(S):
The City of Farmington Hills agrees to extend the contract for Rock Salt for Snow & Ice Control with the listed contractor at an increase of 3% over the unit prices listed on said contract.

All other terms, conditions, specifications and pricing provisions remain unchanged.

AUTHORITY/REASON:
Requested by City of Farmington Hills, Original approval of agreement 04/10/2023, CMR #4-23-49

YEAR 3 PRICING
OAKLAND COUNTY: EARLY FILL $/TON-$59.28, LATE FILL $/TON $63.25
MACOMB COUNTY: EARLY FILL $/TON-$59.51, LATE FILL $/TON $63.50
WAYNE COUNTY: EARLY FILL $/TON-$58.62, LATE FILL $/TON $62.59

ACCEPTANCE/APPROVAL OF CONTRACT ADDENDUM 1

SIGNED: Steven M. Briggs
Steven M. Briggs (Apr 15, 2025 15:34 CDT)

PRINTED: Steven M. Briggs, VP of Sales and Marketing

DATE: 04/15/2025

Shawn Young <syoung@berkleymi.gov>

Rock Salt, year 3, addendum #1 - is extended!

1 message

Michelle Aranowski <MAranowski@fhgov.com> Thu, Apr 17, 2025 at 10:38 AM
To: Alek Mizikar <AMizikar@rochestermi.org>, Bryan Babcock <babcockb@scsmi.net>, Chelsea Rodgers <crodgers@walledlake.com>, Craig Treppa <ctreppa@cityofwarren.org>, Derrick Schueller <DSchueller@fhgov.com>, Devin Adams <dadams@cityofwestland.com>, Don Rohraff <drohraff@livonia.gov>, Ed Mlynczyk <emlynczyk@oakparkmi.gov>, Gary Harris <gharris@romulusgov.com>, Gary McKinney <gmckinney@centerline.gov>, Gerry McCallum <dcs@cityoforchardlake.com>, Jason Dickinson <JDickinson@rochestermi.org>, Jeanne Duffy <jduffy@gpwmi.us>, Jill Nowak <JNowak@rochestermi.org>, Lisa Cummins <cumminsl@rochesterhills.org>, Martha Ritchie <martha.ritchie@southfieldk12.org>, Michael Way <mway@gpshoresmi.gov>, Mike Slater <mslater@ci.livonia.mi.us>, "Motyka, Leah" <LeahM@romi.gov>, Noah Mehalski <nmehalski@bloomfieldtwp.org>, Pamela Bratschi <treasurer@lathrupvillage.org>, Paul Horen <PHoren@bloomfieldtwp.org>, Paul Vandamme <pvandamme@roseville-mi.gov>, Paul Zelenak <pzelenak@southlyonmi.org>, Ray Krajewski <rkrajewski@oakparkmi.gov>, Robert Sacppaticci <rscappaticci@romulusgov.com>, Tim Skima <TSikma@wixomgov.org>, "gkandah@livonia.gov" <gkandah@livonia.gov>, Erik Skurda <eskurda@sterling-heights.net>, "tzablocki@cityofclawson.com" <tzablocki@cityofclawson.com>, "syoung@berkleymich.net" <syoung@berkleymich.net>, Michael Greene <mgreene@lathrupvillage.org>, "nhumphries@cityofsouthfield.com" <nhumphries@cityofsouthfield.com>, "jesse.sutton@southfieldk12.org" <jesse.sutton@southfieldk12.org>, "nahmida.chowdhury@southfieldk12.org" <nahmida.chowdhury@southfieldk12.org>, "neil.eby@metroparks.com" <neil.eby@metroparks.com>, "crparker@romulusgov.com" <crparker@romulusgov.com>, "kevin.yee@romi.gov" <kevin.yee@romi.gov>, "joseph.corace@southfieldk12.org" <joseph.corace@southfieldk12.org>, "phillip.curran@southfieldk12.org" <phillip.curran@southfieldk12.org>
Cc: Nikki Lumpkin <NLumpkin@fhgov.com>, Jean Szatkowski <jszatkowski@detroitsalt.com>

Good news, Detroit Salt extended the agreement for another year! Attached is the addendum. Below are the updated quantities I have received, please confirm the number are correct, this is important as you will be responsible for that amount for the upcoming year.

Year 3 pricing

Oakland County: Early fill $/ton-$59.28, Late fill $/ton $63.25

Macomb County: Early fill $/ton-$59.51, Late fill $/ton $63.50

Wayne County: Early fill $/ton-$58.62, Late fill $/ton $62.59

Agency	Delivery Address	City/State	Estimated quantity (tons) April 2025- April 2026
Oakland County Agencies			
Berkley, City of	3238 Bacon	Berkley, MI 48072	1,200
Bloomfield Township	4200 Telegraph	Bloomfield, MI 48303	3,500
Clawson, City of	635 W. Elmwood	Clawson, MI 48017	1,200
Farmington Hills, City of	27245 Halsted	Farmington Hills, MI 48336	4,500
Lathrup Village	19101 Twelve Mile	Lathrup Village, MI 48076	200
Huron-Clinton Metroparks at:			
Kensington Metropark	2240 W. Buno Rd.	Milford, MI	400
Stony Creek Metropark	4250 26 Mile	Shelby Twp, MI	250
Hudson Mills Metropark	8801 N. Territorial Rd.	Dexter, MI	100
Indian Springs Metropark	5199 Indian Trail	White Lake, MI	50
Huron Meadows Metropark	8765 Hammel Rd.	Brighton, MI	50

Lake St. Clair Metropark	31300 Metro Parkway	Harrison Twp, MI	150
Willow Metropark	23140 Interloop Road	New Boston, MI	150
Orchard Lake, City of	3955 Orchard Lake Rd.	Orchard Lake, MI 48323	550
Rochester, City of	1141 Wilcox	Rochester, MI 48307	1,750
Rochester Hills, City of	511 E. Auburn Rd.	Rochester Hills, MI 48309	2,750
Royal Oak, City of	1600 N. Campbell	Royal Oak, MI 48067	3,850
Southfield DPW, City of	25501 Clara Lane	Southfield, MI	5,000
Southfield Public Schools	24661 Lahser	Southfield, MI 48033	800
Walled Lake, City of	1499 E. West Maple	Walled Lake, MI	450
Wixom, City of	2041 Charms Rd.	Wixom, MI 48393	900
		Oakland County Total	**27,800**
Macomb County Agencies			
Centerline, City of	6685 E. 10 Mile Road	Centerline, MI 48015	650
Roseville, City of	29411 Calahan Street	Roseville, MI 48066	2,400
St. Clair Shores, City of	19700 Pleasant	St. Clair Shores 48080	2,100

Sterling Heights, City of	7200 18 Mile Road	Sterling Heights, MI 48311	5,500
Warren, City of	12801 Stephens	Warren, MI 48093	6,000
		Macomb County Total	**16,650**
Wayne County Agencies			
Grosse Pointe Woods, City of	1200 Parkway Drive	Grosse Pointe Woods, MI 48236	1,000
Livonia, City of	12973 Farmington	Livonia, MI 48154	2,800
Romulus, City of	12600 Wayne Road	Romulus, MI 48174	2,200
Grosse Pointe Shores, Village	795 Lake Shore Road	Grosse Pointe Shores, MI 48236	150
Westland, City of	37137 Marquette	Westland, MI 48185	6,000
		Wayne County Total	**12,150**

Michelle Aranowski

Director of Central Services

O: (248) 871-2426

Email: maranowski@fhgov.com

City of Farmington Hills | www.FHgov.com

31555 W. Eleven Mile Rd. | Farmington Hills, MI 48336

MI MITN bid 2388 Addendum 1 Year 3 - signed.pdf
158K

M-92-25

October 6, 2025 Council Meeting

Moved by Councilmember_____and seconded by Councilmember _____ to award the contract for the Library study room construction project to Christopher Grey Remodeling & Design, LLC, at the cost of $31,000, as well as $3,500 for construction contingencies. This is a budgeted expense from account 101-267-976-271, Library building improvements.

Ayes:

Nays:

Absent:

Motion:

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Mayor Dean and City Council
From: Alex Brown, Facilities Manager

Date: *October 6,2025*
Subject: Construction of Library study rooms

Madam Mayor and Members of City Council,

Background

- Semi private study rooms have been a frequent request from patrons for many years
- Working with Library Director Matt Church, a plan was created and RFP put out to bid, 4 bids were received and reviewed.
- This project will create two semi private study areas within the current Library space
- Project will take between 6-8 weeks, and will be done before and during Library hours

Summary

- Approval of the proposal from Christopher Grey Remodeling & Design, LLC, to construct study rooms per the RFP
- Total cost is $31,000 with $3500 in construction contingences. These funds are budgeted in account #101-267-976-271, Library building improvements

Recommendation

Matter of awarding the contract for the Library study room construction project to Christopher Grey Remodeling & Design, LLC, at the cost of $31,000 as well as $3500 for construction contingencies. This is a budgeted expense from account # 101-267-976-271, Library building improvements.

Office of the
City Clerk
248-658-3310
Fax: 248-658-3301

CITY OF BERKLEY

Project:	Library Study Room Construction
Department:	Facilities
Opening Date:	Thursday, September 18, 2025

Business Name	Address	Bid (Base Services)	References	Non-Collusive Affidavit	Non-Discrimination	Conflict of Interest	Hold Harmless	Iran Affidavit
JLR Group	7157 Boynton St, Lexington, MI 48450	$35,225.00	☑	☑	☑	☑	☑	☑
Regal Construction Services	26317 PINEGATE DR CHESTERFIELD. MI. 48047	$48,900.00	☑	☑	☐	☑	☑	☐
Allied Building Service Company of Detroit	1801 Howard St, Detroit, MI 48216	$39,245.00	☑	☑	☑	☑	☑	☑
Christopher Grey	1660 Eaton Rd Berkley, MI 48072	$31,000.00	☑	☑	☑	☑	☑	☑
			☐	☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐	☐

Christopher Grey Remodeling & Design, LLC
1660 Eaton Rd.
Berkley, MI 48072
Berkley Public Library Study Rooms

CITY OF BERKLEY MICHIGAN

LIBRARY STUDY ROOM CONSTRUCTION IMPROVEMENTS REQUEST FOR PROPOSAL

OVERVIEW

The City of Berkley is soliciting proposals from qualified contractors to construct two study rooms at the Public Library.

SCOPE OF SERVICES

The successful bidder will provide the services and materials listed below at the Berkley Public Library :

- Create two semi private study rooms within the existing area in the library.
- Rooms will be approximately 12'x9' each
- Existing drop ceilings will be utilized in each room and exterior wall will be used as finish wall
- Add 2 power outlets to each study room
- Spilt existing HVAC duct to accommodate each new study room
- Finish will include tempered glass on north and south sides of room
- Glass will be 3' off the ground and extend to 7' height and be approx 6' wide each and will be insulated
- Rooms to be constructed with 20 gauge 3-5/8" metal studs.
- Fire rated 2x4 to be used around door openings.
- Sound proofing and fire-resistant stone wool insulation will be used in all walls.
- 5/8" drywall to be used on all walls and finished and painted with two coats of paint, City will pick color.
- All glass areas will be trimmed out to match oak finished throughout the library.
- Both rooms will have a 36" x 6'-8" door matching existing doors in library.
- All trim will be stained to match existing.
- Existing carpet to remain

- Estimated time for completion 6 weeks

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
CONFLICT OF INTEREST DISCLOSURE FORM

BID OPPORTUNITY:	Library Study Room

Name:	Chris Scalzi	**Company:**	Christopher Grey Remodeling & Design, LLC
Title:	Owner	**Address:**	1660 Eaton Rd. Berkley, MI 48072

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.)

☐ **I have the following conflict of interest to report.**

☐ **I have the following potential conflict of interest to report.**

☑ **I have no circumstances that I believe could contribute to an actual or perceived conflict of interest.**

X _____
Signature

9/17/25
Date

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
CONTRACTOR REFERENCES

BID OPPORTUNITY:	Library Study Room

REFERENCE 1:

COMPANY NAME	Brickworks Property Restoration
ADDRESS	35122 Cordelia St. Clinton Twp., MI 48035
TELEPHONE	(b) (6)
CONTACT PERSON	Jeremiah Campbell
CONTRACT DATES	8/16/24
DESCRIPTION OF WORK	Facilite all repairs at The Humane Society in Macomb, MI due to a vehicle driving through the building.

REFERENCE 2:

COMPANY NAME	Grizzly Electric, LLC
ADDRESS	PO Box 1773 Clarkston, MI 48347
TELEPHONE	248-431-4655
CONTACT PERSON	Brad Jones
CONTRACT DATES	2/22/23
DESCRIPTION OF WORK	Total rewire of residential residence.

REFERENCE 3:

COMPANY NAME	Christians Woodwork
ADDRESS	8460 Hitchcock Rd. White Lake, MI 48383
TELEPHONE	248-701-9663
CONTACT PERSON	Kevin Christian
CONTRACT DATES	5/30/24
DESCRIPTION OF WORK	Removal and replacement of wood flooring for the entire first floor of a 1500 sq ft residence

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
HOLD HARMLESS & INDEMNITY FORM

BID OPPORTUNITY:	Library Study Room

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:

Christopher Grey Remodeling & Design, LLC
Contractor Name

1660 Eaton Rd.
Contractor Street Address

Berkley, MI 48072
City, State, Zip Code

(b) (6) [redacted]
Telephone

Chris Scalzi
Authorized Representative

X [signature]
Signature

9/17/25
Date

[signature]
Witness

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
IRAN BUSINESS RELATIONSHIP AFFIDAVIT

BID OPPORTUNITY:	Library Study Room

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

_____, 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
18th day of September, 2025
a notary public in and for said County,

Lindsey Rhoads
Notary Public

My Commission expires: 6/23/2027

LINDSEY RHOADS
Notary Public - State of Michigan
County of Oakland
My Commission Expires Jun 23, 2027
Acting in the County of _____

_____
Authorized Signature

Chris Scalzi
Printed Name of Signatory

Christopher Grey Remodeling & Design, LLC
Company Name

1660 Eaton Rd.
Address

Berkley, MI 48072
City, State, Zip Code

(b) (6) [redacted]
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:	Library Study Rooms

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

Chris Scalzi, 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 18th day of September, 2025
a notary public in and for said County,

Lindsey Rhoads
Notary Public

My Commission expires: 6/23/2027

LINDSEY RHOADS
Notary Public - State of Michigan
County of Oakland
My Commission Expires Jun 23, 2027
Acting in the County of _____

Authorized Signature

Chris Scalzi
Printed Name of Signatory

Christopher Grey Remodeling & Design, LLC
Company Name

1660 Eaton Rd.
Address

Berkley, MI 48072
City, State, Zip Code

(b) (6) [redacted]
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-DISCRIMINATION AFFIDAVIT

BID OPPORTUNITY:	Library Study Room

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

Chris Scalzi, 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
18th day of September, 2025
a notary public in and for said County,

Lindsey Rhoads
Notary Public

My Commission expires: 6/23/2027

LINDSEY RHOADS
Notary Public - State of Michigan
County of Oakland
My Commission Expires Jun 23, 2027
Acting in the County of _____

Authorized Signature

Chris Scalzi
Printed Name of Signatory

Christopher Grey Remodeling & Design, LLC
Company Name

1660 Eaton Rd.
Address

Berkley, MI 48072
City, State, Zip Code

(b) (6) [redacted]
Area Code & Phone Number

PLEASE NOTE: City of Berkley employees cannot notarize this document.

Information Act and may not be held in confidence after the proposal is opened. The proposal will be available for review after staff has evaluated it or fifteen (15) business days after the opening date, whichever comes first.

CITY OF BERKLEY MICHIGAN

LIBRARY STUDY ROOM CONSTRUCTION

REQUEST FOR PROPOSAL

Authorized Representative

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

The Authorizing Representative shall be empowered to enter the bidding Contractor 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 in the event that performance and service offerings will be overseen by someone other than the Authorizing Representative.

AUTHORIZED SIGNATURE — DATE 9/17/25

AUTHORIZING REPRESENTATIVE:

Representative Name:	Chris Scalzi
Representative Title:	Owner
Phone Number:	(b) (6)
Email Address:	greysgc@yahoo.com
Company Name:	Christopher Grey Remodeling & Design, LLC
Company Street Address:	1660 Eaton Rd. Berkley, MI 48072
Company Website:	N/A

MAIN CONTACT:

[If Different from Authorizing Representative]

Contact Name:	Chris Scalzi
Contact Title:	Owner
Direct Phone Number:	(b) (6)
Direct Email Address:	greysgc@yahoo.com

CITY OF BERKLEY MICHIGAN

LIBRARY STUDY ROOM CONSTRUCTION

REQUEST FOR PROPOSAL

Basis for Award

The City is seeking a qualified contractor that is conscientious, has integrity and is able to complete the work in a timely manner. Representatives and employees of the selected firm must conduct themselves in a professional manner 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:	4

TOTAL COST: $31,000

CHEMICALS & HAZARDOUS MATERIALS:

Please attach a statement on all chemical materials to be utilized, including specifications and hazardous indications.

SUSTAINABILITY

Please attach a statement on the use of sustainable energy practices and materials to be used.

JLR GROUP LLC

7157 Boynton St, Lexington, MI 48450

Berkley Public Library Study Rooms

CITY OF BERKLEY MICHIGAN

LIBRARY STUDY ROOM CONSTRUCTION REQUEST FOR PROPOSAL

The City of Berkley is soliciting proposals from qualified contractors to create two study rooms at the Berkley Public Library

Sealed bids will be accepted until 3:00 PM on September 18,2025. Bid packages should be one (1) compiled PDF document and should be cover paged as follows:

Company Name
Address
"Berkley Public
Library Study Rooms"

Detailed information and specifications are available on the City's website: www.berkleymi.gov or from the City Manager's Office, 3338 Coolidge Highway, Berkley, Michigan 48072 during the hours of 8:30 AM to 5:00 PM *(closed for lunch from 1 PM - 2 PM daily)*.

The City of Berkley does not discriminate in its employment or any other programs or activities based on sex, race, color, age, height, weight, marital status, national origin, religion, arrest record, or disability.

We provide reasonable accommodation for qualified individuals with a disability, if requested.

The City reserves the right to accept or reject any or all bids and to waive any immaterial informalities, defects or irregularities in the bids, when deemed by the City to be in its best interest of the City. The City also reserves the right to accept a bid higher than the low bid, when in the opinion of the City Council, the public interest will be better served.

Crystal VanVleck
City Manager
Berkley, Michigan 48072

CITY OF BERKLEY MICHIGAN

LIBRARY STUDY ROOM CONSTRUCTION IMPROVEMENTS REQUEST FOR PROPOSAL

OVERVIEW

The City of Berkley is soliciting proposals from qualified contractors to construct two study rooms at the Public Library.

SCOPE OF SERVICES

The successful bidder will provide the services and materials listed below at the Berkley Public Library :

- Create two semi private study rooms within the existing area in the library.
- Rooms will be approximately 12'x9' each
- Existing drop ceilings will be utilized in each room and exterior wall will be used as finish wall
- Add 2 power outlets to each study room
- Spilt existing HVAC duct to accommodate each new study room
- Finish will include tempered glass on north and south sides of room
- Glass will be 3' off the ground and extend to 7' height and be approx 6' wide each and will be insulated
- Rooms to be constructed with 20 gauge 3-5/8" metal studs.
- Fire rated 2x4 to be used around door openings.
- Sound proofing and fire-resistant stone wool insulation will be used in all walls.
- 5/8" drywall to be used on all walls and finished and painted with two coats of paint, City will pick color.
- All glass areas will be trimmed out to match oak finished throughout the library.
- Both rooms will have a 36" x 6'-8" door matching existing doors in library.
- All trim will be stained to match existing.
- Existing carpet to remain

MANDATROY SITE VIST WILL BE HELD ON SEPTEMBER 9,2025 AT 11 AM

SELECTION CRITERIA

Only those bidders that provide all the information requested will be considered.

CONTRACTUAL REQUIREMENTS

The selected bidder will be required to enter into a formal written contract with the City of Berkley.

CONTRACT TERM

The term on the contract shall commence upon approval of the City Council.

TERMINATION

Either party, with 30 days written notice, may terminate the contract for any reason or for convenience. At termination, all materials, keys, and other items provided by the City must be returned. All activities undertaken by the Contractor on behalf of the City of Berkley up to the date of termination will be paid for by the City of Berkley in accordance with the agreement.

The City of Berkley reserves the right to terminate the contract immediately, if the Contractor fails to perform or provide correct services to the satisfaction of the City as outlined in this request for proposal

CONTRACTOR RESPONSIBILITIES

1. All work shall be performed in a professional, courteous manner using quality equipment and materials, all of which must be maintained and operated with the highest standards as well as meeting all OSHA and MIOSHA safety standards.
2. The CONTRACTOR guarantees the reimbursement, or repair of, any area damaged by careless or accidental use of equipment.
3. The CONTRACTOR shall not sublet, assign, delegate, or transfer the contract or any portion or any payment due thereunder, without the written consent of the City.
4. The CONTRACTOR'S employees shall maintain a neat and clean appearance at all times. Employees shall adhere to the following dress code: closed-toe shoes, long pants, and a shirt at all times.
5. The CONTRACTOR'S employees *must* pass a criminal background check and must be legally able to work in the United States.
6. All invoices must be received within 30 days of the date of services received.

CONTRACTOR QUALIFICATIONS:

1. EXPERIENCE
   No award will be made to a bidder who is in violation of any State laws or local ordinances. Bids will be accepted from bidders that have been in business for a minimum of two years. Please indicate the years of experience in this work in the space provided on the page entitled Basis of Award. Preferred contractor will have demonstrated work on sports fields, particularly baseball.

2. EQUIPMENT

The successful bidder must have equipment and supplies acceptable to perform the work.

3. INSURANCE REQUIREMENTS

All contractors bidding on this contract will provide the City of Berkley with proof of insurance at the time of awarding the contract. Insurance must include the following:

a) AUTO INSURANCE / GENERAL LIABILITY INSURANCE – The CONTRACTOR shall carry motor vehicle liability insurance including applicable "No Fault" coverages, and covering all owned, non-owned, and hired vehicles with coverage limits not less than one million dollars ($1,000,000) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. The CONTRACTOR shall also carry commercial general liability insurance with coverage limits not less than one million dollars ($1,000,000) per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage. All insurance shall name the CITY OF BERKLEY as an additional insured, and certificates showing such insurance to be in force for the life of this contract shall be furnished to the City Clerk at the time this contract is executed.

b) WORKER'S COMPENSATION – The CONTRACTOR shall procure and maintain during the life of this contract, statutory Michigan Workers' Compensation and one million dollars ($1,000,000) Employer's Liability Insurance for all of CONTRACTOR'S employees employed at or in the vicinity of CONTRACTOR'S property, on any property used in connection with the CONTRACTOR's operations or in carrying out any work related to this contract. This insurance shall comply with all applicable rules and regulations of the State of Michigan.

c) CONTRACTOR shall furnish to the CITY a certificate of insurance evidencing the foregoing and which shall provide for 30 days advance written notice to the CITY in the event of cancellation.

4. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the CITY, the CITY'S officers, officials, and employees and agents against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless the CITY and its officers, officials, employees and agents from any claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims (except those Worker's Compensation claims covered by a policy of insurance and so long as the City's insurance has not lapsed or been cancelled by the CITY), of or by anyone whomsoever, arising out of or as a result of any negligent, wrongful, or deliberate act, error or omission on the part of the CONTRACTOR or other whose services are engaged by the CONTRACTOR or anyone employed or controlled by either of them in the performance of the work provided for in this contract. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the contract. The CONTRACTOR shall not commence work under this contract until it has obtained the insurance required under this section, nor shall the CONTRACT permit any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained.

5. LICENSE TO DO BUSINESS IN MICHIGAN

At the time of awarding the contract, successful contractor must provide proof to the City of Berkley that the Contractor is licensed to do business within the State of Michigan.

For questions regarding this RFP please contact:
Alex Brown
Facilities Manager
(248) 658-3355
abrown@berkleymi.gov

PROPOSAL CONTENT REQUIREMENTS:

Proposals must include the following information as indicated on the six required forms found at https://www.berkleymi.gov/government/city-clerk/bid-opportunities

1. Conflict of Interest Disclosure Form
2. Contractor/Vendor References
3. Hold Harmless and Indemnity Form
4. Iran Business Relationship Affidavit (Pursuant to P.A. 517 of 2012)
5. Non-Collusive Affidavit
6. Non-Discrimination Affidavit
7. Estimated project timeline

Attached to this document please also ensure the completion of these bid specific items:
1. Authorized Representative Form
2. Basis for Award

OTHER REQUIREMENTS:

Submit one (1) digital copy via BidNet or via email to clerk@berkleymi.gov by the prescribed deadline. Each copy must contain all information and attachments as requested. Incomplete proposals will not be considered. **Bids must be submitted as one (1) compiled PDF document, other formats or inclusion of multiple document files shall be rejected.**

Proposal documents must be submitted on or before September 18,2025 by 3:00 PM. Proposals received after the specified time and date will not be considered. Faxed and emailed responses will not be accepted.

Bids will be valid for at least ninety (90) days after the open date.

The proposal may be withdrawn by bidders in writing only; signed by the individual or authorized party of the bidding firm.

The City of Berkley reserves the right to reject any and all proposals received as a result of this request for proposal. The City reserves the right to re-bid this service if deemed necessary. The right is further reserved to accept a bid higher than the low bid, when in the opinion of the City, the public interest will be better served.

The City of Berkley reserves the right to request any additional information, which might be deemed necessary after the proposal has been received. The City may interview firms/individuals as part of the selection process.

Freedom of Information: Information submitted in this proposal is subject to the Michigan Freedom of

Information Act and may not be held in confidence after the proposal is opened. The proposal will be available for review after staff has evaluated it or fifteen (15) business days after the opening date, whichever comes first.

CITY OF BERKLEY MICHIGAN

LIBRARY STUDY ROOM CONSTRUCTION

REQUEST FOR PROPOSAL

Authorized Representative

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

The Authorizing Representative shall be empowered to enter the bidding Contractor 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 in the event that performance and service offerings will be overseen by someone other than the Authorizing Representative.

Jimmy Russell 09/17/2025

AUTHORIZED SIGNATURE DATE

AUTHORIZING REPRESENTATIVE:

Representative Name:	Jimmy Russell
Representative Title:	General Manager
Phone Number:	2489096183
Email Address:	JRussell@JLR-Group.Com
Company Name:	JLR Group, LLC
Company Street Address:	7157 Boynton St, Lexington, MI 48450
Company Website:	JLR-Group.com

MAIN CONTACT:

[If Different from Authorizing Representative]

Contact Name:	
Contact Title:	
Direct Phone Number:	
Direct Email Address:	

CITY OF BERKLEY MICHIGAN

LIBRARY STUDY ROOM CONSTRUCTION

REQUEST FOR PROPOSAL

Basis for Award

The City is seeking a qualified contractor that is conscientious, has integrity and is able to complete the work in a timely manner. Representatives and employees of the selected firm must conduct themselves in a professional manner 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:	
JLR Group, LLC	10 Years

TOTAL COST: $35,225.00

CHEMICALS & HAZARDOUS MATERIALS:

Please attach a statement on all chemical materials to be utilized, including specifications and hazardous indications.

SUSTAINABILITY

Please attach a statement on the use of sustainable energy practices and materials to be used.

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
CONTRACTOR REFERENCES

BID OPPORTUNITY:	Berkley Public Library Study Rooms

REFERENCE 1:

COMPANY NAME	Gates Corporation
ADDRESS	2975 Waterview Dr, Rochester Hills, MI 48309
TELEPHONE	(248) 260-2300
CONTACT PERSON	Gary Issacson
CONTRACT DATES	Consistent for 15+ years
DESCRIPTION OF WORK	Gates is a rubber manufacturing company with a R/D facility in Rochester. We have done every project in this building including interior and exterior painting, office construction and renovations, epoxy flooring, and various other things. Anytime they change the use of a lab, we are called in to renovate.

REFERENCE 2:

COMPANY NAME	Sanilac County - City of Sandusky
ADDRESS	60 Sanilac Rd # 303, Sandusky, MI 48471
TELEPHONE	(b) (6)
CONTACT PERSON	Nick Lusher
CONTRACT DATES	July 1- July 15th
DESCRIPTION OF WORK	This year, we constructed 2 9x12 attorney client meeting rooms. A near identical scope, including framing, drywall, paint, base, door installation and moving around some utilities. This project was completed in under 2 weeks to satisfaction.

REFERENCE 3:

COMPANY NAME	Michigan Metal Coatings
ADDRESS	2015 Dove St, Port Huron, MI 48060
TELEPHONE	(810) 966-9240
CONTACT PERSON	Jay Dusenberry
CONTRACT DATES	Consistent for 5+ years
DESCRIPTION OF WORK	We have been doing consistent maintenance/renovation work for all Michigan Metal Coating buildings for the last 5+ years. This includes, painting, office construction, flooring, electrical and various other items.

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
CONFLICT OF INTEREST DISCLOSURE FORM

BID OPPORTUNITY:	Berkley Public Library Study Rooms

Name:	Jimmy Russell	**Company:**	JLR Group
Title:	General Manager	**Address:**	7157 Boynton St, Lexington, MI 48067

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.)

☐ **I have the following conflict of interest to report.**

☐ **I have the following potential conflict of interest to report.**

☑ **I have no circumstances that I believe could contribute to an actual or perceived conflict of interest.**

_____
Signature

09/17/2025
Date

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
IRAN BUSINESS RELATIONSHIP AFFIDAVIT

BID OPPORTUNITY:	Berkley Public Library Study Rooms

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

James Russell, 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
17 day of September, 2025
a notary public in and for said County,

Rashawna Lewis
Notary Public

My Commission expires: 03-26-2031

RASHAWNA LEWIS
NOTARY PUBLIC - STATE OF MICHIGAN
County of Macomb
My Commission Expires 03/26/2031
Acting in the County of Wayne

James Russell
Authorized Signature

James Russell
Printed Name of Signatory

JLR Group LLC
Company Name

7157 Boynton St
Address

Lexington, MI 48450
City, State, Zip Code

248-909-6183
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-DISCRIMINATION AFFIDAVIT

BID OPPORTUNITY: Berkley Public Library Study Rooms

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

James Russell, 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 17 day of September, 2025
a notary public in and for said County,

Notary Public

My Commission expires: 03-26-2031

RASHAWNA LEWIS
NOTARY PUBLIC - STATE OF MICHIGAN
County of Macomb
My Commission Expires 03/26/2031
Acting in the County of Wayne

Authorized Signature

James Russell
Printed Name of Signatory

JLR Group
Company Name

7157 Boynton St
Address

Lexington, MI 48450
City, State, Zip Code

248-909-6183
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: Berkley Public Library Study Rooms

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

James Russell, 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
17 day of September, 2025
a notary public in and for said County,

Rashawna Lewis
Notary Public

My Commission expires: 03-26-2031

RASHAWNA LEWIS
NOTARY PUBLIC - STATE OF MICHIGAN
County of Macomb
My Commission Expires 03/26/2031
Acting in the County of Wayne

James Russell
Authorized Signature

James Russell
Printed Name of Signatory

JLR Group
Company Name

7157 Boynton St
Address

Lexington, MI 48450
City, State, Zip Code

248-909-6183
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
HOLD HARMLESS & INDEMNITY FORM

BID OPPORTUNITY:	Berkley Public Library Study Rooms

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:

JLR Group LLC
Contractor Name

James Russell
Authorized Representative

7157 Boynton St
Contractor Street Address

Signature

Lexington, MI 48450
City, State, Zip Code

09/17/2025
Date

248-909-6183
Telephone

Witness

To Whom it May Concern,

Thank you for the opportunity to provide a proposal for the upcoming project at Berkley Public Library. Since 2015 JLR Group has been performing painting services for commercial/industrial facilities across SE Michigan. This is important, because we know what it is like to work in occupied spaces and ensure no disruption to the well-being of occupants, like the workers and population of Berkley. We have cemented ourselves as a trustworthy partner for many and has been proven from the repeat work we see over time. JLR Group is a family-operated company (Jimmy, Lisa and Rick) and treats all our customers as such. We take pride in our work and ensure all jobs are done properly, according to specifications, and craftsmanship is top notch. We constantly go above and beyond scope of work to make our partners happy. With the acceptance of our bid, we would ensure this project is completed with the highest level of care.

Please let me know what questions you have for me.

Sincerely,
Jimmy Russell
JLR Group

JLR – Group LLC
Jimmy Russell
248-909-6183
Jrussell@jlr-group.com

September 17th, 2025

Proposal For:
Berkley Public Library Study Rooms

	Description	**Total**
Customer:	*Berkley Public Library*	
Location:		
Scope of Work:	*Berkley Public Library Study Room Construction* - *Rough Framing of (2) 12x9 study rooms using 20ga 2x4 metal studs and track* - *Installation of (2) 4x6 1" Tempered glass windows with bronze aluminum framing* - *Installation of 2 3068 SWD with full light kit and wood framing* - *Installation of sound resistant mineral wool insulation* - *Rough electrical for 2 new plugs (permitting and inspection fees included)* - *Installation of 5x8 drywall* - *Tape, mud and sand to finish spec* - *Apply 2 coats of Sherwin Williams "super paint" to all new drywall* - *Finish electrical and final inspections* - *1 new air supply and return, including flex ducting to new rooms as needed* - *Install 1x6 cedar trim where needed, stained to match existing color*	**$35,225.00**
	We herby propose to furnish insurance, labor and materials – complete in accordance with the above specifications. ***We appreciate the opportunity. JLR Group,LLC!*** **Licensed and insured** #262300777	
	Total Project Cost	$**35,225.00**

REFERENCE SHEET

1) Macomb Road Commission
    a. Jeff Derowski (Purchasing)
    b. 586-791-3348
    c. jderowski@rcmcweb.org
    d. Work to include the exterior staining of 2 salt storage sheds, on Mound RD and Nova Rd. This included all necessary prep work, sanding, caulking, installing trim and refastening siding. 2 coats of paint were sprayed and back rolled, with the mound shed getting one additional spray coat due to the condition of the siding. Each Salt Shed also included painting of 2 overhead doors and 1 man door which we painted with Sherwin William Pro-Industrial Precatalyzed Epoxy.
2) Gates Corporation
    a. Gary Issacson (Facility Manager)
    b. GI7788@gates.com
    c. 248-421-7502
    d. Over the course of 10 years, we have maintained their facility and performed all painting work within the facility. The R&D center is approximately 70,000sqft and we have performed all interior and exterior renovations in the office and operational spaces.
3) Michigan Metal Coating
    a. Jay Dusenberry (President)
    b. 810-335-2769
    c. Jdusenberry@michmc.com
    d. Over the course of 7 years, we have maintained their facility and performed all work within the facility. Michigan Metal Coatings operates 2 facilities in Port Huron, MI totaling almost 200,000sqft. We have performed all interior and exterior construction and painting, existing/new doors, exterior siding, HVAC equipment and more.
4) Northern Industrial Manufacturing
    a. Jeff Hohlfeldt (VP/Owner)
    b. 313-468-2824
    c. Jeff@northernindmfg.com
    d. In 2024, we completed renovations of a 30000sqft manufacturing facility. Once an illegal grow operation that was ran into the ground, NIM purchased the building and kicked us off on all renovations. This included all carpentry, painting, epoxy flooring, HVAC, Fire suppression, full electrical overhaul and construction of 300lft of 3 hour fire wall.
5) Tucker Induction Systems
    a. Rocky Tucker (owner)
    b. Rtucker@tuckerinductionsystems.com
    c. 586-247-9100
    d. Full 5000sqft building addition construction.

Schedule:

Week 1 – Rough Framing, Rough Electrical, Insulation Installation, Drywall Installation

Week 2 – Finish Drywall, Install Doors and Windows, Painting

Week 3 – Finish Painting, Finish Electrical, HVAC, Trim Installation

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
GBF Insurance Advisors
39500 High Pointe Blvd.
Suite# 400
Novi MI 48375

CONTACT NAME: Bridgett Delgado
PHONE (A/C, No, Ext): 248-348-8200 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates@fdigroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Frankenmuth Mutual Insurance Company	13986
INSURER B : Liberty Mutual Insurance Co.	23043
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED JLRGROU-01
JLR Group, LLC
7157 Boynton Street
Lexington MI 48450

COVERAGES **CERTIFICATE NUMBER:** 1190671734 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6682026	4/9/2025	4/9/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6682025	4/9/2025	4/9/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6682026	4/9/2025	4/9/2026	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N [ ] ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC5-39S-332797-025	4/9/2025	4/9/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
It is hereby understood and agreed that the certificate holder or list name[s] shall be included as additional insured on the above referenced general liability policy.

CERTIFICATE HOLDER

Insured Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Allied Building Service Company of Detroit, Inc

1801 Howard St, Detroit, MI 48216

Berkley Public Library Study Rooms

CITY OF BERKLEY MICHIGAN

LIBRARY STUDY ROOM CONSTRUCTION

REQUEST FOR PROPOSAL

Authorized Representative

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

The Authorizing Representative shall be empowered to enter the bidding Contractor 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 in the event that performance and service offerings will be overseen by someone other than the Authorizing Representative.

AUTHORIZED SIGNATURE

09/17/2025
DATE

AUTHORIZING REPRESENTATIVE:

Representative Name:	Ahmed Houmani
Representative Title:	Project Manager
Phone Number:	(b) (6)
Email Address:	ahmedh@teamallied.com
Company Name:	Allied Building Service Company of Detroit, Inc.
Company Street Address:	1801 Howard St Detroit, MI 48216
Company Website:	https://teamallied.com/

CITY OF BERKLEY MICHIGAN

LIBRARY STUDY ROOM CONSTRUCTION

REQUEST FOR PROPOSAL

Basis for Award

The City is seeking a qualified contractor that is conscientious, has integrity and is able to complete the work in a timely manner. Representatives and employees of the selected firm must conduct themselves in a professional manner 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:	77 Years

TOTAL COST: $39,245.00

CHEMICALS & HAZARDOUS MATERIALS:

Please attach a statement on all chemical materials to be utilized, including specifications and hazardous indications.

SUSTAINABILITY

Please attach a statement on the use of sustainable energy practices and materials to be used.

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
CONFLICT OF INTEREST DISCLOSURE FORM

BID OPPORTUNITY:	090225 - Library Study Room Construction

Name:	Ahmed Houmani	**Company:**	Allied Building Service Company of Detroit, Inc
Title:	Project Manager	**Address:**	1801 Howard St Detroit MI 48216

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.)

☐ **I have the following conflict of interest to report.**

☐ **I have the following potential conflict of interest to report.**

☑ **I have no circumstances that I believe could contribute to an actual or perceived conflict of interest.**

Signature

9/18/25

Date

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
CONTRACTOR REFERENCES

BID OPPORTUNITY:	090225 - Library Study Room Construction

REFERENCE 1:

COMPANY NAME	USPS
ADDRESS	18640 Mack Ave Grosse Pointe MI 48236
TELEPHONE	(b) (6)
CONTACT PERSON	Lonny Zimmerman
CONTRACT DATES	11/2024- 4//2025
DESCRIPTION OF WORK	The scope involves installing shoring for structural support, building an insulated temporary wall with secure access, and rerouting utilities (water, gas, and electrical) from the work area. Demolition of guardrails, wall sections, footing, façade, and the flagpole base will be carried out, followed by saw-cutting to expose and replace footings. All debris will be hauled off-site, with lift and dumpster rentals included in the project.

REFERENCE 2:

COMPANY NAME	City of Fraser
ADDRESS	16330 14 Mile Rd Fraser MI 48026
TELEPHONE	(b) (6)
CONTACT PERSON	Robert Barrett
CONTRACT DATES	9/29/2023 - 4/30/2024
DESCRIPTION OF WORK	This project involves removing and rebuilding a damaged 38 x 15 block and brick wall, including rebar installation and masonry cleaning. Scope includes shoring of one beam and 30 of roof, reframing a 20 wall with a door, full drywall replacement and finish to deck, and painting to match existing. A new solid core door will be installed, and final cleanup completed. Mechanical and electrical work includes temporary duct removal, safe demo, fixture repair, conduit investigation, and restoring all systems to original condition. Exclusions to be defined.

REFERENCE 3:

COMPANY NAME	Oakland County Parks And Recreation
ADDRESS	2800 Watkins Lake Rd. Waterford Twp.MI 48328
TELEPHONE	(b) (6)
CONTACT PERSON	Mark Adams
CONTRACT DATES	11/01/2023- 05/31/2024
DESCRIPTION OF WORK	The project involves converting an IT office into a standard office by demoing and disposing of upper and lower cabinets on-site. The wall next to the door will be opened to fabricate and install a new sidelight, matching the existing office style. Both the interior and exterior walls will be opened to install a new window system that matches the current windows. Drywall will be repaired after the new window and sidelight installation, followed by patching, sanding, priming, and applying two coats of paint on all walls. Additionally, a 36" x 96" opening will be cut in the brick and block to frame and install a custom 36" x 96" aluminum frame window.

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
HOLD HARMLESS & INDEMNITY FORM

BID OPPORTUNITY:	090225 - Library Study Room Construction

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:

Allied Building Service Company of Detroit Inc
Contractor Name

1801 Howard St
Contractor Street Address

Detroit MI
City, State, Zip Code

(b) (6)
Telephone

Ahmed Houmani
Authorized Representative

Signature

9/17/25
Date

ALMAMY Daouda Sylla
Witness

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
IRAN BUSINESS RELATIONSHIP AFFIDAVIT

BID OPPORTUNITY:	090225 - Library Study Room Construction

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

Ahmed Haumani, 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
17th day of September, 2025
a notary public in and for said County,

Robert Clayton
Notary Public

My Commission expires: 12/22/2030

ROBERT EARL CLAYTON JR
Notary Public - State of Michigan
County of Oakland
My Commission Expires Dec 22, 2030
Acting in the County of Wayne

Authorized Signature

Ahmed Houmani
Printed Name of Signatory

Allied Building service Company of Detroit Inc
Company Name

1801 Howard St
Address

Detroit MI 48216
City, State, Zip Code

(b) (6) [redacted]
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:	090225 - Library Study Room Construction

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

Ahmed Houmani, 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
17th day of September, 2025
a notary public in and for said County,

Robert Clayton
Notary Public

My Commission expires: 12/22/2030

ROBERT EARL CLAYTON JR
Notary Public - State of Michigan
County of Oakland
My Commission Expires Dec 22, 2030
Acting in the County of Wayne

Authorized Signature

Ahmed Houmani
Printed Name of Signatory

Allied building Service company of Detroit Inc
Company Name

1801 Howard St
Address

Detroit Mi 48216
City, State, Zip Code

(b) (6) [redacted]
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-DISCRIMINATION AFFIDAVIT

BID OPPORTUNITY:	090225 - Library Study Room Construction

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

Ahmed Houmani, 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
17th day of September, 2025
a notary public in and for said County,

Robert Clayton
Notary Public

My Commission expires: 12/22/2030

ROBERT EARL CLAYTON JR
Notary Public - State of Michigan
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Authorized Signature

Ahmed Houmani
Printed Name of Signatory

Allied Building Service Company of Detroit Inc
Company Name

1801 Howard St
Address

Detroit MI 48216
City, State, Zip Code

(b) (6) [redacted]
Area Code & Phone Number

PLEASE NOTE: City of Berkley employees cannot notarize this document.

Estimated Project Timeline

- **Bid Approval Issued**
  - **Day 0 → Formal approval received.**
- **Material Ordering**
  - **Immediately after approval, all materials are ordered.**
  - **Doors are special order and represent the longest lead item.**
- **Door Lead Time**
  - **Estimated up to 6 weeks from approval to arrival.**
  - **Other materials assumed to be available sooner.**
- **Onsite Work (Construction Phase)**
  - **Begins after door delivery.**
  - **Estimated 4–6 weeks onsite to complete all work.**

ALLIED BUILDING SERVICE

SECRETARY'S CERTIFICATE

ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC.

I, Cheryl Scappaticci, the duly elected and acting Secretary of Allied Building Service Company of Detroit, Inc., a corporation organized and existing under the laws of the State of Michigan (the "Corporation"), do hereby certify that the following resolution was duly adopted by the Board of Directors of the Corporation and remains in full force and effect:

RESOLVED, that Ahmed Houmani is hereby authorized and empowered to execute bids, proposals, contracts, and any related documents on behalf of Allied Building Service Company of Detroit, Inc., and to take any and all actions necessary or appropriate to effectuate the foregoing.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 16th day of September, 2025.

ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC.

By: _____

Cheryl Scappaticci

Secretary

(Company Seal, if applicable)

Main Office: 1801 Howard St. Detroit, MI 48216
Phone: 313-230-0800 Web: www.teamallied.com

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Residentail Builders Section
P.O. Box 30254
Lansing, MI 48909

ALLIED BUILDING SERVICE CO OF DETROIT
1801 HOWARD ST.
DETROIT, MI 48216

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License
Q.O. - Antonino J Scappaticci

ALLIED BUILDING SERVICE CO OF DETROIT
1801 HOWARD ST.
DETROIT, MI 48216

License No:
2102037528

Expiration Date:
05/31/2026

Q556757

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License

ALLIED BUILDING SERVICE CO OF DETROIT
1801 HOWARD ST.
DETROIT, MI 48216

Qualifying Officer:
Antonino J Scappaticci
Qualifying Officer #
2101019348

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.
2102037528

Expiration Date:
05/31/2026

This document is duly issued under the laws of the State of Michigan

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Deanne Seifert
Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Rochester Hills MI 48307	PHONE (A/C, No, Ext): (248) 853-0930 FAX (A/C, No): (248) 853-1512 E-MAIL ADDRESS: dseifert@alliedinsmgr.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Allied Building Service Company Of Detroit, INC. 1801 Howard St Detroit MI 48216-1920	INSURER A: Cincinnati Insurance Co.	10677
	INSURER B: Accident Fund General Ins Co	12304
	INSURER C: Travelers Casualty & Surety	19038
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master **REVISION NUMBER:** 0002

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Blkt AI, WOS & PNC X XCU Not Excluded GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / X PRO-JECT / LOC OTHER:			ENP 0703171	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS X Blkt AI / X Blkt WOS & PNC			ENP 0703171	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) BABE	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			ENP 0703171	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		100092923	4/21/2025	4/21/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Crime Coverage/3rd Party			107557649	1/1/2025	1/1/2026	Limit	$250,000
A	Leased and Rented Equipment			ENP 0703171	1/1/2025	1/1/2026	Limit	$456,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FILE COPY

CERTIFICATE HOLDER

FILE COPY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William Sheldon/DES

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The ACORD name and logo are registered marks of ACORD

Regal
CONSTRUCTION SERVICES

CONTRACT ESTIMATE

REGAL CONSTRUCTION INC

26317 PINEGATE DR

CHESTERFIELD. MI. 48047

(586) 292-2828

==========

CITY OF BERKLEY 9-18-25
LIBRARY STUDY ROOM CONSTRUCTION
3155 COOLIDGE HWY
BERKELY, MI. 48084
RE; LIBRARY STUDY ROOM CONSTRUCTION
AS FOLLOWS;

Regal Construction Inc proposes to build-out 2-study rooms at the public library per scope for a lump sum of $48,900.00. The following scope / breakdown for said service is as follows;

Mobilize on site / set-up
Build-out 2-rooms approximately 12 x 9 each
Drop ceiling to stay / exterior wall to be used as finish wall
Electrical to include 2-power outlets in each room
HVAC to be split to accommodate each room
Both rooms to have tempered glass on North & South sides of room
Glass to be 3' off ground & to extend 7' height & approx. 6' wide / insulated
Both rooms to be constructed with 20 gauge 3-5/8 metal studs
Doors to be wrapped with fire rated 2x4 around door openings
Sound proof & fire-resistant stone wool insulation will be used in walls
5/8 drywall to be used on all walls / finished & painted with 2-coats of paint / city to select color
All glass areas to be trimmed out to match oak finished through-out the library
Both rooms will have a 36" x 6'8" 1-lite entrance door
All trim will be stained to match existing in library
Carpet to remain & protected during construction work
Dispose of debris / clean-up

NOTE;
Permits not included. Permit cost on city requirements

THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR IMPROVEMENTS

Regal
CONSTRUCTION SERVICES

X_____
CITY OF BERKLEY

X_____
KENNETH J TOMASZEWSKI / PRESIDENT /MANAGER
REGAL CONSTRUCTION INC
regalconstruction61@gmail.com / LIC #2102205468

Information Act and may not be held in confidence after the proposal is opened. The proposal will be available for review after staff has evaluated it or fifteen (15) business days after the opening date, whichever comes first.

CITY OF BERKLEY MICHIGAN

LIBRARY STUDY ROOM CONSTRUCTION

REQUEST FOR PROPOSAL

Authorized Representative

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

The Authorizing Representative shall be empowered to enter the bidding Contractor 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 in the event that performance and service offerings will be overseen by someone other than the Authorizing Representative.

9/12/25

AUTHORIZED SIGNATURE DATE

AUTHORIZING REPRESENTATIVE:

Representative Name:	Kenneth J Tomaszewski
Representative Title:	President / owner
Phone Number:	(586) 292-2828
Email Address:	regalconstruction61@gmail.com
Company Name:	Regal Construction Inc
Company Street Address:	26317 Ainsdale Dr, Chesterfield, MI 48047
Company Website:	

CITY OF BERKLEY MICHIGAN

LIBRARY STUDY ROOM CONSTRUCTION

REQUEST FOR PROPOSAL

Basis for Award

The City is seeking a qualified contractor that is conscientious, has integrity and is able to complete the work in a timely manner. Representatives and employees of the selected firm must conduct themselves in a professional manner 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:	30+

TOTAL COST:

CHEMICALS & HAZARDOUS MATERIALS:

Please attach a statement on all chemical materials to be utilized, including specifications and hazardous indications.

SUSTAINABILITY

Please attach a statement on the use of sustainable energy practices and materials to be used.

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
CONFLICT OF INTEREST DISCLOSURE FORM

BID OPPORTUNITY:	

Name:	Kenneth Tomaszewski	Company:	Regal Construction Inc
Title:	President / owner	Address:	26317 Pineglade Dr, Chesterfield 48047

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.)

☐ **I have the following conflict of interest to report.**

☐ **I have the following potential conflict of interest to report.**

☒ **I have no circumstances that I believe could contribute to an actual or perceived conflict of interest.**

Signature

9/12/25
Date

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
HOLD HARMLESS & INDEMNITY FORM

BID OPPORTUNITY:	

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:

Regal Construction Inc
Contractor Name

26317 Pinegate Dr
Contractor Street Address

Chesterfield, Mi 48047
City, State, Zip Code

(586) 292-2828
Telephone

Ken Tomaszewski
Authorized Representative

Signature

9/12/25
Date

Witness

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
CONTRACTOR REFERENCES

BID OPPORTUNITY:	

REFERENCE 1:

COMPANY NAME	City of Lincoln Park
ADDRESS	1355 Southfield Rd, Lincoln Park
TELEPHONE	(313) 386-1800
CONTACT PERSON	Ashley McInchak
CONTRACT DATES	Jan 2023
DESCRIPTION OF WORK	Total Window Replacement

REFERENCE 2:

COMPANY NAME	City of Warren
ADDRESS	1 City Square, Warren
TELEPHONE	(586) 574-4639
CONTACT PERSON	Kristina Battle, Jeff Reeves
CONTRACT DATES	2023 Thru 2024
DESCRIPTION OF WORK	Library Restoration Historical Restoration

REFERENCE 3:

COMPANY NAME	Sumpter Police Station
ADDRESS	23480 Sumpter, Belleville
TELEPHONE	(734) 740-1530
CONTACT PERSON	Chief Luke
CONTRACT DATES	Oct 2024
DESCRIPTION OF WORK	Total Window Replacement

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
NON-COLLUSIVE AFFIDAVIT

BID OPPORTUNITY:	

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
Regal Construction Inc
Kenneth Tomaszewski, 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 12th day of September, 2025
a notary public in and for said County,

Salwa Sanjana
Notary Public

My Commission expires: 05/18/2029

SALWA SANJANA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires May 18, 2029
Acting in the County of Macomb

Authorized Signature

Kenneth J Tomaszewski
Printed Name of Signatory

Regal Construction Inc
Company Name

26317 Pinegate Dr
Address

Chesterfield, Mi 48047
City, State, Zip Code

(586) 292-2828
Area Code & Phone Number

PLEASE NOTE: City of Berkley employees cannot notarize this document.

CITY OF BERKLEY MICHIGAN

LIBRARY STUDY ROOM CONSTRUCTION

REQUEST FOR PROPOSAL

Basis for Award

The City is seeking a qualified contractor that is conscientious, has integrity and is able to complete the work in a timely manner. Representatives and employees of the selected firm must conduct themselves in a professional manner 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:	30+

TOTAL COST: #48,900.—

CHEMICALS & HAZARDOUS MATERIALS:

Please attach a statement on all chemical materials to be utilized, including specifications and hazardous indications.

SUSTAINABILITY

Please attach a statement on the use of sustainable energy practices and materials to be used.

A PROCLAMATION **P-25-25**

of the Council of the City of Berkley, Michigan

Proclaiming October 2025 as National Breast Cancer Awareness Month

WHEREAS, October 2025 is National Breast Cancer Awareness Month; and

WHEREAS, National Breast Cancer Awareness Month (NBCAM) educates women and men about early breast cancer detection, diagnosis, and treatment; and

WHEREAS, National Breast Cancer Awareness Month is dedicated to increasing public knowledge about the importance of early detection of breast cancer with national public service organizations, professional associations, and government agencies, who work together to ensure that the NBCAM message is heard by thousands of women, men and their families; and

WHEREAS, October 20, 2025, is National Mammography Day, and on this day, or throughout the month, women are encouraged to make a mammography appointment; and

WHEREAS, Mammograms are the best method to detect breast cancer early when it is easier to treat; and

WHEREAS, Breast cancer is the most common cancer except for skin cancers and it is estimated that in 2025 there will be more than 316,950 new cases of female breast cancer and an estimated 42,170 people will die of this disease; and

WHEREAS, although breast cancer in men is rare, in 2025 an estimated 2,800 men will be diagnosed with breast cancer in the United States; and

WHEREAS, there are more than 4 million breast cancer survivors in the United States; and

WHEREAS, the statistics are staggering, yet we are encouraged to know that survival rates have drastically improved in recent years due to increased awareness and innovative advancements in early detection and treatment; and

WHEREAS, physicians, researchers, public health professionals, and advocates have made tremendous progress in the fight against breast cancer, which is evident by the decline in mortality rates from this disease nationwide.

NOW, THEREFORE, THE CITY OF BERKLEY HEREBY PROCLAIMS

SECTION 1: That the month of October 2025 is hereby proclaimed as *National Breast Cancer Awareness Month* in the City of Berkley.

Proclaimed this 6th day of October 2025 at a Regular Meeting of the Berkley City Council.

_____

Bridget Dean, Mayor

Attest:

_____

Victoria Mitchell, City Clerk

A PROCLAMATION **P-26-25**

of the Council of the City of Berkley, Michigan

Proclaiming October 2025 as Berkley Area Chamber of Commerce Month

WHEREAS, The Berkley Area Chamber of Commerce works with the Berkley Area business community to advance the civic, economic, personal, social, and cultural systems of our area; and

WHEREAS, The Berkley Area Chamber of Commerce has contributed to the protection of commerce and the Berkley business climate for over 35 years since its incorporation; and

WHEREAS, The Berkley Area Chamber of Commerce, under the guidance of its Board of Directors, works to promote the region's business community through education, information, and the many networking and training opportunities that are developed by the Chamber; and

WHEREAS, The Berkley Area Chamber of Commerce and its members provide citizens with a strong business environment that increases employment, retail trade and commerce, and business growth to make the City of Berkley a better place to live; and

WHEREAS, The Berkley Area Chamber of Commerce supports the municipalities by hosting the State of the Cities event which provides updates from the City of Berkley, the City of Huntington woods, the Berkley School District, the Downtown Development Authority, and the Chamber itself to the citizens; and

WHEREAS, The Berkley Area Chamber of Commerce encourages the growth of existing services and commercial firms, and encourages new firms and individuals to locate in the City of Berkley; and

WHEREAS, The Berkley Area Chamber of Commerce is supported by the financial and volunteer resources of over 150 small and medium-sized businesses located and operating in the Berkley and Huntington Woods area.

NOW, THEREFORE, THE CITY OF BERKLEY HEREBY PROCLAIMS

SECTION 1: That the month of October 2025 is hereby proclaimed as *Berkley Area Chamber of Commerce Month* in the City of Berkley.

Proclaimed this 6th day of October 2025 at a Regular Meeting of the Berkley City Council.

_____

Bridget Dean, Mayor

Attest:

_____

Victoria Mitchell, City Clerk

M-93-25

October 6, 2025 Council Meeting

Moved by Councilmember_____and seconded by Councilmember _____ to designate Saturday, December 6, 2025, 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 the event dates.

Ayes:

Nays:

Absent:

Motion:

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Mayor Dean and City Council
From: Victoria Mitchell, City Clerk

Date: *Monday, October 6, 2025*
Subject: Annual Holiday Parade and Tree Lighting Ceremony Event

---

Madam Mayor and Members of City Council,

Background

- The annual Holiday Parade and Tree Lighting Ceremony is scheduled to take place Saturday, December 6, 2025 from 5-9 p.m. It is a Berkley Holiday Lights Committee and Berkley Jr. Women's Club event.
- The parade will take place on 12 Mile Road, beginning at Cummings, and conclude at the City Hall Gazebo on Coolidge at Rosemont.
- The event is managed and staffed by members and volunteers of the Berkley Holiday Lights Committee and Berkley Jr. Women's Club.
- The majority of necessary documentation was submitted to the Clerk's Office, and a plan is in place to receive any outstanding documentation.
- A meeting took place with members of both organizations and appropriate City staff to review the event application. All of the necessary approvals were received by City staff.
- Members of both organizations were advised that the cost for the parade and tree lighting, due to the City, will be $14,362.10.

Summary

- The annual Holiday Parade and Tree Lighting Ceremony is before you today for approval.
- The application and event plan received internal approval.
- The applicant is aware reimbursement in the amount of $14,362.10 will be due to the City.

Recommendation

Approval of designating Saturday, December 6, 2025, 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 the event dates.

CITY OF BERKLEY
COMMUNITY SPECIAL EVENT
PERMIT APPLICATION DISPOSITION CHECKLIST

Event Name: Annual Tree Lighting Ceremony

Event Date(s)	*Location(s)*	*Event Hours*
12/6/2025	City Hall Gazebo	5pm - 9pm

ORGANIZATION:

Organization Name: Berkley Jr Women's Club

Headquarters Street Address: 2772 Cummings Ave / P.O Box 725563

City: Berkley **State:** mi **Zip Code:** 48072 **Phone:** (b) (6) [redacted]

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	___ 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** _____ **Public Works** _____

Building Official _____

Comments:

Presented to City Council:

Date:	*Approved:*	*Organization Notified*	
_____	___ YES ___ NO	___ YES ___ NO	_____ *Date*

Print Form

CITY OF BERKLEY, MICHIGAN
COMMUNITY SPECIAL EVENT APPLICATION

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

Name of Event: Annual Tree Lighting Ceremony

Organization / Contact:

Name of Organization: BJWC Berkley Jr Womens Club Contact's Name: Cinda Coon

Address: 2772 Cummings City: Berkley State/zip: MI 48072

(b) (6) [redacted] 24 Hour Emergency Contact: Same

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: City Hall Gazebo

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: 12/6/25 5p.m-9pm

How many employees or volunteers? 10 Volunteers

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.

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.
Lights for the "TREE"

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

What are your plans for set up and removal? DDA Decorates Gazebo / BJWC Puts up the tree

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 Coon
Signature of Applicant

9/12/25
Date

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

CITY OF BERKLEY, MICHIGAN
CHARITABLE SOLICITATION
HOLD HARMLESS AGREEMENT

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

Organization Name Berkley Jr. Womens Club

Address 2772 Cummings

City Berkley State Mi Zip 48072 Phone (b) (6)

Event Name Annual Holiday Tree Lighting

Event Location(s) City Hall Gazebo Event Date(s) 12/6/2025

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 *(Please print)* Title President

Signature Cinda Coon Date 9/12/25

Print Form

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

CITY OF BERKLEY, MICHIGAN
CHARITABLE SOLICITATION PERMIT APPLICATION

Event Name: Annual Tree Lighting Ceremony

Event Date(s)	*Location(s)*	*Event Hours*
12/6/2025	City Hall Gazebo	5pm-9p.m

ORGANIZATION INFORMATION

Name: Berkley Jr Women's Club			
Street Address: P.O Box 725563			
City: Berkley	**State:** Mi	**Zip Code:** 48072-	**Phone:** (b) (6)
Website: Berkley Junior Women's Club/Berkleymi (Facebook)			

Tax Exempt Status *(as defined by the U.S. Internal Revenue Service):*

☑ Non-Profit ☐ 501(c)(3) ☐ N/A ☐ Other *(specify)* _____

CONTACT PERSON *(Authorized Representative)*

Name Cinda Coon **Title** President **Phone** (b) (6)

Email Thelunchcafe@AOL.Com

AGENTS/OFFICERS OF ORGANIZATION

Name Kristen Booth **Title** VP **Phone** (b) (6)

Address _____

Name Debbie Meske **Title** Treasurer **Phone** (b) (6)

Address _____

Name Sue Rinaldi **Title** Secretary **Phone** (b) (6)

Address _____

Describe the type and purpose of the solicitation and how collected funds be used.

No money is collected. Totally funded by our group

The amount of wages, fees, commissions, expenses to be paid to any person in connection with the solicitation, together with the manner in which such wages, fees, expenses, commissions are to be paid:

Ø

Estimated cost of the solicitation

Ø

The following documents must be submitted with this application, pursuant to *Chapter 34 Charitable Solicitations, Article I* of the City of Berkley Code of Ordinance:

1. Internal Revenue Service tax exempt documentation for the organization
2. Organization's financial report for the preceding fiscal year
3. Proof of Commercial Liability Coverage on an "occurrence basis" with no less than $500,000 per occurrence and/or combined single limit, Personal Injury, Bodily Injury, and Property Damage. The insured endorsement portion of the Certificate of Insurance must read EXACTLY as follows:
   The City of Berkley, including all elected and appointed officials, all employees, and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers.
4. Charitable Solicitation Hold Harmless Agreement signed by an authorized representative of the organization.

If the above information cannot be furnished, please provide a detailed statement of the reason.

I hereby solemnly swear that no solicitor will be paid, either directly or indirectly, a salary, wage, commission or benefit for his/her service.

Cinda Coon — *Applicant Signature*

Cinda Coon / Pres — *Print Name/Title*

9/12/25 — *Date*

For City Use Only

Approved by _____ *Title* _____

Signature _____ *Date* _____

Berkley Junior Womens
Financial report Summer 2025

					$ 6,141.09
		Balance forward			
Expenses					
1702	5/28/2025	Talia Wittenberg -scholarship	$ 1,000.00		
1703	6/1/2025	Berkley Masonic Lodge - donation	$ 50.00		
1704	6/25/2025	Sue Rinaldi - RE	$ 29.64		
1705	7/1/2025	Chamberlain Pony Rides - BWB deposit	$ 160.00		
				$ 1,239.64	$ 4,901.45
Income					
	Interest - June $.10, July $ .09, August $.08		$ 0.27		$ 4,901.72
		Savings			$ 4,114.93
	6/30/2025	Interest	$ 0.17		
	7/31/2025	Interest	$ 0.17		
	8/31/2025	Interest	$ 0.17		
			$ 0.51	$ 0.51	$ 4,115.44

CITY OF BERKLEY
COMMUNITY SPECIAL EVENT
PERMIT APPLICATION DISPOSITION CHECKLIST

Event Name: Berkley Holiday Lights Parade

Event Date(s)	*Location(s)*	*Event Hours*
12/6/2025	12 Mile + Cumming to City Hall Market Petting Zoo Storytime Warming Station	Parade – 5:30pm – 9pm 1-4 p.m. at Griffit

ORGANIZATION:

Organization Name: Berkley Holiday Lights Committee			
Headquarters Street Address: 2772 Cummings		48072	(b) (6)
City: Berkley	**State:** Mi	**Zip Code:**	**Phone:**
Website: Berkleyholidayparade.com			

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	___ 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** _____ **Public Works** _____

Building Official _____

Comments:

Presented to City Council:

Date: _____ *Approved:* ___ YES ___ NO *Organization Notified* ___ YES ___ NO _____ *Date*

Print Form

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

CITY OF BERKLEY, MICHIGAN
COMMUNITY SPECIAL EVENT APPLICATION

Name of Event: Berkley Holiday Lights Parade

Organization / Contact:

Name of Organization: Berkley Holiday Lights Parade Committee Contact's Name: Cinda Coon

Address: 2772 Cummings Ave City: Berkley State/zip: MI 48072

(b) (6) 24 Hour Emergency Contact: Same

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: Dec 6, 2025 1pm - 9pm
How many employees or volunteers? 20 volunteers
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.
What are your plans for set up and removal?
Tax Exempt Status (*as defined by the US Internal Revenue Service*): Non-Profit [X] 501.C3 [X] 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 Coon
Signature of Applicant

9/10/25
Date

CITY OF BERKLEY
COMMUNITY SPECIAL EVENT
HOLD HARMLESS AGREEMENT

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

Organization Name Berkley Holiday Lights Committee

Address 2772 Cummings Ave

City Berkley **State** Mi **Zip** 48072 **Phone** (b) (6)

Event Name Berkley Holiday Lights Parade

Event Location(s) 12mile + Cummings to City Hall **Event Date(s)** 12/6/2025

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 *(Please print)* **Title** Chairman

Signature Cinda Coon **Date** 9/10/2025

City of Berkley
Department of Public Safety
Matt Koehn, Director

CITY OF BERKLEY MICHIGAN
TEMPORARY TRAFFIC CONTROL ORDER
T-40-25

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: 12 Mile Road from Greenfield to Coolidge
Coolidge from Beverly to Edwards
Rosemont from Coolidge to Berkley

DATES: Saturday, December 6, 2025 from 7 AM to 9 PM

ACTION: 12 Mile Road to be closed at 5:00 PM for the Annual Holiday Lights Parade. 12 Mile Road 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 12 Mile Road. Traffic will be allowed north on Coolidge from west bound 12 Mile. Rosemont closed from Coolidge to Berkley.

Griffith to be closed at 7 AM from the northside of 12 Mile to the middle of the parking lanes in the parking lots on both sides of Griffith. Access to the alley south of this closure will also be closed (see attachment).

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.

This TCO may be altered by DPS/DPW for the safe, efficient, and effective movement of traffic and pedestrians as needed.

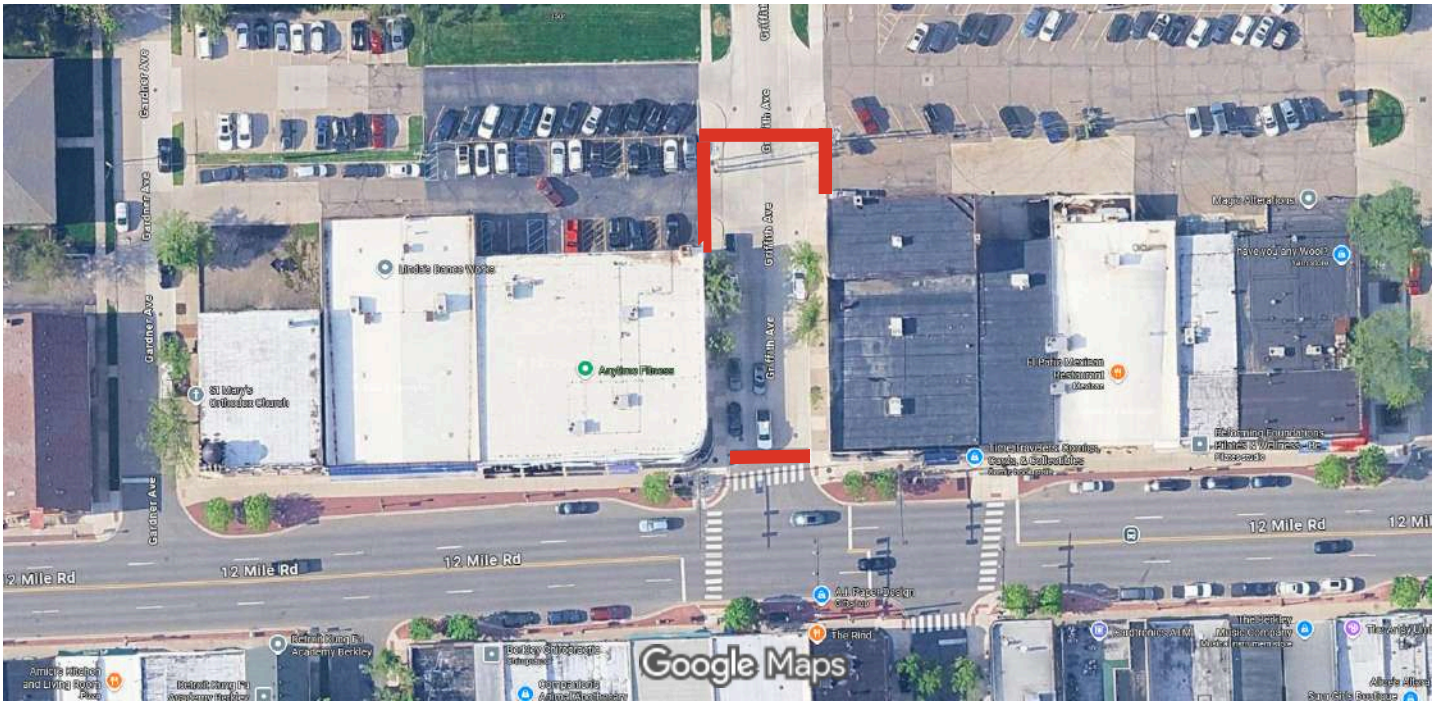
Public Safety will provide enforcement and assist Public Works. Additional actions to be taken as needed as determined by Public Safety or Public Works.

Matt Koehn
Matt Koehn
City of Berkley
Public Safety Director
September 16, 2025

Distribution Copies

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

Google Maps



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google 20 ft

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

CITY OF BERKLEY, MICHIGAN

CHARITABLE SOLICITATION
PERMIT APPLICATION DISPOSITION CHECKLIST

Event Name: Berkley Holiday Lights Parade

Event Date(s)	*Location(s)*	*Event Hours*
12/6/2025	12 mile + Cummings to City Hall	5p.m-9pm

ORGANIZATION:

Organization Name: BHLPC

Headquarters Street Address: 2772 Cummings

City: Berkley **State:** Mi **Zip Code:** 48072 (b) (6)

Website: Berkleyholidayparade.com

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	___ 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** _____ **Public Works** _____

Planning Official _____

Comments:

Presented to City Council:

Date:	*Approved:*	*Organization Notified*
_____	___ YES ___ NO	___ YES ___ NO ___

Print Form

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

CITY OF BERKLEY, MICHIGAN
CHARITABLE SOLICITATION PERMIT APPLICATION

Event Name: Berkley Holiday Lights Parade

Event Date(s)	*Location(s)*	*Event Hours*
12/6/2025	12 mile - Cummings to City Hall	5pm - 9pm

ORGANIZATION INFORMATION

Name: Berkley Holiday Lights Committee

Street Address: 2772 Cummings Ave

City: Berkley **State:** MI **Zip Code:** 48072 (b) (6)

Website: Berkleyholidayparade.com

Tax Exempt Status *(as defined by the U.S. Internal Revenue Service):*

☐ Non-Profit ☑ 501(c)(3) ☐ N/A ☐ Other *(specify)* _____

CONTACT PERSON *(Authorized Representative)*

Name Cinda Coon **Title** Chairman **Phon** (b) (6)

Email Thelunchcafe@AOL.com

AGENTS/OFFICERS OF ORGANIZATION

Name Cinda Coon **Title** President **Phone** (b) (6)

Address 2772 Cummings Ave

Name Debbie Meske **Title** Treasurer **Phone** (b) (6)

Address _____

Name Roseann Nicholai **Title** Secretary **Phone** (b) (6)

Address _____

Describe the type and purpose of the solicitation and how collected funds be used.

Donations. Fees that various groups charge, also fees charged by the city & bills that are incurred ie. porta pottys

The amount of wages, fees, commissions, expenses to be paid to any person in connection with the solicitation, together with the manner in which such wages, fees, expenses, commissions are to be paid:

Ø

Estimated cost of the solicitation

The following documents must be submitted with this application, pursuant to *Chapter 34 Charitable Solicitations, Article I* of the City of Berkley Code of Ordinance:

1. Internal Revenue Service tax exempt documentation for the organization
2. Organization's financial report for the preceding fiscal year
3. Proof of Commercial Liability Coverage on an "occurrence basis" with no less than $500,000 per occurrence and/or combined single limit, Personal Injury, Bodily Injury, and Property Damage. The insured endorsement portion of the Certificate of Insurance must read EXACTLY as follows:

   The City of Berkley, including all elected and appointed officials, all employees, and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers.
4. Charitable Solicitation Hold Harmless Agreement signed by an authorized representative of the organization.

If the above information cannot be furnished, please provide a detailed statement of the reason.

I hereby solemnly swear that no solicitor will be paid, either directly or indirectly, a salary, wage, commission or benefit for his/her service.

Cinda Coon — *Applicant Signature*

Cinda Coon - President — *Print Name/Title*

9/10/2025 — *Date*

For City Use Only

Approved by _____ *Title* _____

Signature _____ *Date* _____

IRS P.O. Box 2508
Cincinnati, OH 45201

BERKLEY HOLIDAY LIGHTS PARADE COMMITTEE
1947 ROBINA
BERKELY, MI 48072

Person to contact:
Name: T. Dugan
ID number: 0194356
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
October 21, 2024
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053627003975

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're als qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

f we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show ou're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 90-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt atus will be automatically revoked.

we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part c is letter.

r important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/cha ter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public arities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

City of Berkley — Temporary Use — Permit No: PTU25-0016

Building Department | 3338 Coolidge | Berkley, MI 48072
Phone:(248) 658-3320 | Fax: (248) 658-3301 | WWW.BERKLEYMICH.ORG

Location
3338 Coolidge Hwy
04-25-17-101-019 Brookline Hills
Berkley 48072 1690

Occupant
City Hall Building

Issued:

Expires: **12/07/2025**

Applicant
Berkley Holiday Lights Parade Committee
2772 Cummings
Berkley MI 48072
(248) 219 7537

Description: Berkley Holiday Lights Parade
Saturday 12/6/2025
1pm-9pm

Stipulations:

Permit Item	Work Type

Failure to abide by the conditions of this permit shall result in immediate closure and violations issued.

The City reserves the right to alter any event if it finds that the event(s) are jeopardizing public safety.

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I am responsible for assuring all required inspections are requested in conformance with the applicable code.
I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

City of Berkley — Temporary Use — Permit No: PTU25-0015

Building Department | 3338 Coolidge | Berkley, MI 48072
Phone:(248) 658-3320 | Fax: (248) 658-3301 | WWW.BERKLEYMICH.ORG

Location
3338 Coolidge Hwy
04-25-17-101-019 Brookline Hills
Berkley 48072 1690

Occupant
City Hall Building

Issued:

Expires: **12/07/2025**

Applicant
Berkley Jr. Womens Club
2772 Cummings Ave
Berkley MI 48072
(248) 219 7537

Description: Annual Tree Lighting Ceremony
Saturday 12/6/2025
5pm-9pm

Stipulations:

Permit Item	Work Type

Failure to abide by the conditions of this permit shall result in immediate closure and violations issued.

The City reserves the right to alter any event if it finds that the event(s) are jeopardizing public safety.

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I am responsible for assuring all required inspections are requested in conformance with the applicable code.
I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

M-94-25

October 6, 2025 Council Meeting

Moved by Councilmember_____and seconded by Councilmember _____ to consider a Workforce Housing Payment in Lieu of Taxes (PILOT) for The Columbia.

Ayes:

Nays:

Absent:

Motion:

CITY OF BERKLEY
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Mayor Dean and City Council
From: Kristen Kapelanski, Community Development Director
Date: October 6, 2025
Subject: Payment in Lieu of Taxes Application from The Columbia

---

Madam Mayor and Members of City Council,

Background

- The project includes 2465, 2475, 2466 and 2476 Columbia and 2475 and 2465 Cambridge. The current zoning of the site is Planned Unit Development (PUD).
- The City Council originally approved a PUD Plan ('The Columbia') for the subject property in 2024, which included a four-story multi-family development on 0.83 acres at the aforementioned addresses.
- Updates to the plan, including a reduction in the number of units from 57 to 51 and consolidation of all units into one building, were approved by the City Council earlier this year.
- The City's Master Plan identifies diversifying housing choices to accommodate various populations, ages and incomes as a goal. Adding additional units to communities helps to lower the cost of housing in the community and regionally. Multi-family units, in particular, are a way to add population capacity to already built out communities. This goal and its implementation are reflected in the expansion of multi-family housing opportunities in zoning districts throughout the City's main corridors. The second piece of implementing this goal is to encourage the construction of these new units.
- The State Housing Development Authority Act was passed in 1966 to provide opportunities for low-income housing with federal funding administered by the Michigan State Housing Development Authority (MSHDA). This is accomplished through a Payment in Lieu of Taxes (PILOT) system.
- In 2022, recognizing that there is a gap between low-income housing and market rate housing and with the intention to increase the supply and affordability of housing, the State Legislature expanded opportunities for local communities to use similar incentives to promote workforce housing (defined as 80%-120% of the Area Median Income), without the involvement of MSHDA.
- In cases where private financing cannot support the cost of the project, gaps can be filled by public programs and/or incentives, like PILOT, in order to make a development feasible for investors to build in the community, more or less creating a 'financial stack' to bridge the gaps. Communities can use these incentives to achieve the vision of the community (i.e. more diversified housing types, more affordable rents, additional units, more people downtown, etc.)

This leads to more economic activity in the community and potentially greater investment in the future.

- As part of the PILOT incentive, a developer or property owner pays a set percentage of rental income (1% - 10%) instead of a standard property tax for 15 years, with optional extensions. Public benefits may also be offered to offset some of the loss in tax revenue.
- The City Council approved the proposed PILOT ordinance in the spring. It included several standards for Council to consider in determining whether or not to approve a proposed PILOT.
    - Whether the workforce housing project will reduce the functional obsolescence of an existing building or housing unit(s). (The City's assessor has determined the property in its current form is functionally obsolete per State of Michigan standards.)
    - Whether the workforce housing project is likely to encourage expansion of the population of the City.
    - Whether the location of the workforce housing project is consistent with the goals and objectives of the City's Master Plan.
    - Whether the development or rehabilitation of the workforce housing project complies with ordinance provisions and does not require zoning variances or results in the elimination of a nonconforming use.
    - Whether the workforce housing project will include a level of amenities desired by or appropriate for the community.
    - Whether the workforce housing project will add attractive, viable housing units to the community.
    - Whether the workforce housing project incorporates green technologies or energy-efficient components.
    - Whether the workforce housing project incorporates accessible design and/or universal design principles.
    - Whether the workforce housing project exceeds the general cost of providing city services to the property.

Summary

- The City's first application for use of the PILOT program was received for The Columbia development in August of this year. The applicant is proposing a mix of studios and 1-bedroom units at varying Area Median Income (AMI) levels. The applicant has proposed a yearly payment of 1% of rental income as a replacement for standard property tax along with the public benefits detailed later in this memo. They are requesting two extensions of the 15-year original term for a total of a 45-year term. (Extensions can be negotiated at the time of the original expiration if the Council so chooses. The analysis provided here assumes one 15-year term.)
- In order to secure private financing for the development, the developer must demonstrate a positive return on investment that covers the debt service of the private financing. Debt service is the total amount of money a borrower must pay over a specific period to cover the principal and interest owed. Table 1 shows a $2,580,000 gap in financing, meaning the annual net operating income (NOI) does not cover the debt service under the full tax scenario. This means, financing is not available for the project without public abatements. Effectively, without an incentive, the project cannot be financed.

Table 1 – Financing Gap		
	With 1% PILOT	**Full Taxes**
Average Rent	$1,850	$1,850
Average Income Restriction	100% AMI	Natural Rent
# of Units	51	51
Total Cost	$15,700,000	$15,700,000
$/Unit	$307,843	$307,843
Annual NOI	$985,000	$820,000
Cap Rate	6.25%	6.25%
Completed Value	$15,760,000	$13,120,000
$/Unit	$309,020	$257,255
Gap in Financing		$2,580,000

- In order to offset some of the tax revenue loss, the developer has proposed several public benefits (Table 2).

Table 2 – Community Benefits Cost		
Community Benefit		**Cost to Developer**
Sewer and Watermain Replacement*		$150,000
Contribution to the DDA's Wayfinding Signage Program		$20,000
Contribution to future Coolidge Streetscape Plan		$20,000
Annual contribution to Public Safety over initial PILOT term		$150,000
Total		$340,000

*Watermain replacement may be a requirement if the fireflows are not adequate to support the structure. This is evaluated as part of the construction plan/building permit process.

- It should be noted that although Berkley would grant the PILOT, which would waive taxes on the property in lieu of a percentage of gross rents, the reduction in property tax collections isn't solely from the City—the PILOT grants abatement of monies to other taxing jurisdictions such as the Berkley School District and others. Table 3 shows the taxes with and without the abatement in all jurisdictions as well as the PILOT payment. Table 4 breaks out the City's portion and the DDA's portion.

Table 3 – Value of Abatement in All Jurisdictions		
	One Year Revenue (All Jurisdictions)	15 Years (All Jurisdictions)**
Current Taxes/Year	$15,057	$260,385
No Abatement/Year	$165,346*	$2,859,397*
PILOT (All Jurisdictions)	$20,772***	$376,285***

* The opportunity to finance an affordable housing project without incentives is not an option.
** Factors in a 2% inflation rate.
***Includes community benefit payments earmarked for specific uses.

Table 4 – Comparison of Berkley's Current Tax Revenue, New Development and Abatement						
	Berkley's Portion			DDA Portion		
	One Year	Over 15	One-Time Community Benefit Payments	One Year	Over 15	One-Time Community Benefit Payments
Current Taxes/Year	$3,662	$63,321	$0	$421	$7,282	$0
No Abatement/ Year	$39,847*	$689,087*	$0	$5,158*	$89,201*	$0
Pilot/Year	$12,596**	$54,893**	$20,000***	$336	$5,811	$20,000***

* The opportunity to finance an affordable housing project without incentives is not an option.
**** Includes $10,000 annual payment to Public Safety.**
***See Table 2 Community Benefits.

Recommendation

It is staff's recommendation that the applicant has submitted the necessary information for the City Council to determine if they would like to enter into a PILOT agreement with the applicant for the development of The Columbia. Should Council wish to move forward, they should direct staff to prepare a resolution and restrictive covenant for The Columbia/associated properties. Should Council have questions or requests for staff or the applicant that require additional analysis or consideration, any decisions could be postponed.

The addition of 51 new 'workforce' housing units to the downtown gets the City closer to the adopted Master Plan's goal of diversifying housing choices to accommodate various populations, ages and incomes. Supply and demand principles also dictate that having more housing units available helps to lower the cost of housing in the community and regionally, a goal of housing initiatives throughout the state. Encouraging and incentivizing additional units diversifies the City's housing stock and population demographics. It also adds more residents to the downtown generally, creating a more stable economic environment that favors growth over stagnation.

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

APPLICATION FOR PILOT

Applications for a use of the PILOT program should be submitted to Berkley Community Development Department. They can be dropped off at City Hall, 3338 Coolidge Hwy, Berkley, MI 48072 **OR** can be emailed to planning@berkleymi.gov.

Type of Application Being Filed

☑ New ☐ 15-year Extension Request ☐ Change in Ownership

Name of Applicant: Michael Ferlito

Name of Organization or LLC, if any:
Columbia Berkley LLC

Address: 2060 Coolidge Hwy, Berkley, MI 48072

(b) (6) [redacted] Email: mike@ferlitogroup.com

Type of ownership of project ☐ Partnership ☐ Corporation ☐ Subchapter S Corporation ☐ Cooperative ☐ Individual Proprietorship ☑ Limited Liability Corporation

Federal ID Number: 32-0285323

If a corporation, specify the state and date of incorporation: 6/26/2025

Primary Contact Information

First and Last Name: Michael Ferlito

Mailing Address: 51410 Milano Drive Suite 115 Macomb MI 48042

(b) (6) [redacted] Email: Mike@FerlitoGroup.com

Team Information

Architect Name: Kreiger Klatt Architects

(b) (6) [redacted]

Architect Email: jason@kriegerklatt.com

Construction Project Manager Name: Michael Ferlito

Construction Project Manager Phone: 586.242.0169

Construction Project Manager Email: Mike@FerlitoGroup.com

General Contractor Name: Ferlito Construction

(b) (6) [redacted]

General Contractor Email: Lauren@FerlitoGroup.com

Other Professionals/Contractors:

N/A

PILOT Information

Proposed Number of Years: 15 with 3 renewable 15 year terms

Beginning Year: 2027

Ending Year: 2087

Shelter Rent % of Exemption: 1%

Shelter Rent Amount of Annual Payments (Attach Draft Schedule): Year 1 - $1.24 Million (Pro Forma attached)

Proposed Breakdown of Units at Designated AMI Levels: See residential rent roll on pro forma

Check all that have been included with this application. If an item is not included, provide a brief explanation in the text box below.

- ☑ Legal description of the project real property ☐ Site Plan
- ☑ Complete list of owners/ownership interests of the project
- ☑ Background information on applicant and guarantors: include development experience, if any, and all other relevant information pertaining to the PILOT project

Explanation for materials missing or excluded from this application:

None

I have attached a detailed narrative describing the PILOT, including:

- ☑ Intended usage/target market
- ☑ Economic Impact
- ☑ Environmental impact, including any measures taken to mitigate negative impacts or improve the natural environment
- ☑ Impact on City street, water, sanitation and public utilities
- ☑ Impact on attainable and/or affordable housing market
- ☑ Summary of transportation oriented development impact (If project is in the DDA District)
- ☑ Summary of potential impacts on city services including police, fire, EMS, code enforcement and public parking
- ☑ Square footage of the building and land area to be renovated
- ☑ Architectural renderings, including number and types of units
- ☑ Proposed community benefits, if applicable
- ☑ Any other information needed to fully explain the project

Construction Details

Estimated date of project construction commencement: Q1 2026

Approximate date of commencement of this project's lease-up period and operation: Q3 2027

Description of the project, including size, type and quality of construction:

See attached

Construction parking mitigation plan, if any:

See attached

Describe the marketing plan for the project, identifying the intended market. List the types of lessees anticipated. If the project is speculative, how long is full occupancy expected to take and who will manage the project:

See attached

Finance Details

I have attached the following:

- ☑ Development Pro Forma that outlines proposed hard, soft and financing costs associated with the development.
- ☑ A summary of financing sources, loan terms, including applicant equity, construction and permanent financing, and any government assistance.
- ☑ Operating Pro Forma that outlines all anticipated major revenues and expenses for the full term of the requested PILOT.

- ☐ Audited financial statements of the applicant and guarantors (if audited financial statements are unavailable, please submit non-audited statements).
- ☑ Three credit references for the applicant.
- ☑ Proposed time schedule for closing of the loan or contributing financing availability.
- ☑ Proposed time schedule for first expenditure of funds with regard to the project.
- ☑ Anticipated date construction begins.
- ☑ Anticipated construction completion date.
- ☐ Copy of the completed MSHDA application for Low Income Housing Tax Credits within thirty days of submittal to MSHDA.

Please describe/disclose and potential conflicts of interest the applicant or any guarantor may have with any City Personnel or City Council members:

None

Please describe/disclose if there are any active or pending civil litigations involving this property or other business holdings:

None

Please described/disclose if there are any pending criminal proceedings involving this property or other business holdings and any conviction, or other pending criminal matter that is for any felony offense or any theft-related misdemeanor , involving the property or other business holdings:

None

APPLICANT ACKNOWLEDGEMENT

Before you submit your application, ***please read, review and initial*** each item below.

MF

The person(s) completing this application hereby declares that they will not violate any laws of the State of Michigan or the United States or any Ordinance of the City.

MF

Should any of the information provided in this application or any attachment thereto change during the term of the license or any renewal thereof, they will notify the City Clerk in writing within thirty days of such change.

MF

They have contacted the Michigan State Housing Development Authority (MSHDA) to ensure eligibility.

MF

The applicant acknowledges that the City may be required from time to time to release records in its possession. The applicant hereby gives permission to the City to release any records or materials received by the City from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et. seq.

Endorsement

I hereby acknowledge that all information contained herein is true and accurate to the best of my knowledge. I acknowledge.

Michael Ferlito	Michael Ferlito	09/17/2025
Applicant Name (print)	Applicant Signature	Date

Narrative Description – The Columbia PILOT Request

Intended Usage / Target Market The Columbia is a mixed-income, multi-family residential development located in the heart of downtown Berkley. The project will offer a blend of studio, one-, and two-bedroom units across two newly constructed four-story buildings. The target market includes young professionals, local service workers, small families, and seniors seeking high-quality, walkable housing in a vibrant, connected community. All of the units will be made available at attainable rent levels aligned with area median income (AMI) targets to support workforce housing.

Economic Impact The Columbia will revitalize underutilized parcels by replacing vacant duplexes with 47,672 square feet of high-quality housing. The project will support dozens of construction jobs, generate long-term leasing and property management employment, and contribute to increased consumer spending in downtown Berkley. It also supports Berkley's economic development goals by expanding housing options in the city's core.

Environmental Impact The project will meet current energy code standards and incorporate energy-efficient systems and sustainable materials where feasible. Native landscaping and stormwater best practices will help manage runoff and reduce environmental impact. Existing blighted or outdated structures will be responsibly removed and replaced with clean, modern buildings.

Impact on City Infrastructure The Columbia will tie into existing city infrastructure, including water, sewer, and electric systems. No major offsite utility upgrades are anticipated. Construction plans will ensure minimal disruption to surrounding streets, with traffic management and staging coordinated with the City. Trash and recycling services will be incorporated into the building design to streamline sanitation.

Impact on Attainable / Affordable Housing The project will contribute to Berkley's attainable housing stock by offering income-aligned rental options not currently available in the immediate area. With limited multi-family rental product in downtown Berkley, The Columbia meets a clear and growing need for high-quality, moderately priced housing that supports a diverse and inclusive community.

Transportation-Oriented Development Impact Located within the Downtown Development Authority (DDA) district, The Columbia promotes walkability and reduces car dependency. Residents will benefit from direct access to Coolidge Hwy, Robina Avenue, nearby retail, restaurants, and transit corridors. The design encourages alternative transportation, biking, and pedestrian connectivity.

Impacts on City Services The Columbia is expected to have a minimal incremental impact on police, fire, EMS, code enforcement, and parking services. The property will be professionally

managed with 24/7 response capability. The site includes appropriate off-street parking for residents, and the density is consistent with DDA goals.

Building & Land Area The total building area is 47,672 square feet across two buildings. The land area includes six combined parcels on Columbia and Robina. The project is designed to maximize efficiency and scale while respecting the surrounding neighborhood fabric.

Architectural Renderings & Unit Types The Columbia will include a mix of unit types:

- Studios
- One-bedrooms

Architectural renderings are attached, showing a clean, modern design that complements downtown Berkley's evolving character while maintaining human scale and pedestrian engagement.

Community Benefits:

- New public pocket park right off Cooledge.
- Replacement of critical infrastructure – sewer and watermain replacement on Columbia
- $15,000 Contribution to the way finding program to make the corridor more walkable.
- $15,000 Contribution / Grant to the Coolidge Street Scape Program

In addition to expanding attainable housing, The Columbia enhances the streetscape, activates vacant parcels, and promotes economic growth while enhancing the Berkley's downtown creating a more walkable corridor. The project also supports local hiring during construction and long-term operations and may offer targeted leasing programs for local employees or seniors.

Other Information The Columbia is committed to a long-term partnership with the City of Berkley. This PILOT request helps ensure long-term attainability , financial viability, and reinvestment in the property over time. With a thoughtful design and strong team, The Columbia will be a lasting asset to the community.

Proposed Schedule:

PILOT/MEDC Approval – Anticipated September 2025

Architecture/CD Documentation – Anticipated October 2025 – February 2026

Building Permit Submittal – Anticipated February 2026

Construction Start – Anticipated March 2026

Complete List of Owners:

Wayne Wudyka

Michael Ferlito

Anthony Ferlito

References:

Community Financial

500 S. Harvey St.

Plymouth, MI 48170

Alex Dunenas

aduenas@cfcu.org

Chase Bank

5601 Metro Pkwy

Sterling Heights, MI 48310

Tim Tsai

tim.t.tsai@chase.com

Church's Lumber Yard

107 S. Squirrel Road

Auburn Hils, MI 48326

Renee James

rjames@churchslumber.com

Chuck Moore's Commercial Sign

28010 Groesbeck

Roseville, MI

Dan Teodecki

dan@cmoorecss.com

The Columbia

PILOT Comparison

	SCENARIO 1	SCENARIO 2
	W. 1% PILOT	FULL TAXES
AVG Rent	$ 1,850	$ 1,850
AVG Income Restriction	100% AMI	Natural Rent
# of Units	51	51
Total Cost	$ 15,700,000	$ 15,700,000
$ / Unit	*$ 307,843*	*$ 307,843*
Annual NOI	$ 985,000	$ 820,000
Cap Rate	6.25%	6.25%
Completed Value	$ 15,760,000	$ 13,120,000
$ / Unit	*$ 309,020*	*$ 257,255*
Gap In Financing	$ -	$ 2,580,000

Exhibit A – Legal Description

PROPERTY DESCRIPTION

(PER TITLE COMMITMENT NO. 21223250-LP, ISSUED BY BELL TITLE AGENCY, DATED AUGUST 17, 2021)

LAND IN THE CITY OF BERKLEY, COUNTY OF OAKLAND, MICHIGAN TO WIT:

PARCELS 1 AND 2:

LOTS 123 AND 124, EXCEPT THAT PORTION NOW INCLUDED IN COOLIDGE HIGHWAY, HANNAN'S WEST ROYAL OAK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 14 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS.

(TAX ID.: 25-17-353-001 - 2475 CAMBRIDGE)

(TAX ID.: 25-17-353-002 - 2465 CAMBRIDGE)

PARCEL 3:

EAST 53.4 FEET OF LOTS 185 AND 186, HANNAN'S WEST ROYAL OAK SUBDIVISION, AS RECORDED IN LIBER 14, PAGE 3 OF PLATS, OAKLAND COUNTY RECORDS

(TAX ID.: 25-17-355-002 - 2465 COLUMBIA)

PARCEL 4:

LOTS 185 AND 186, EXCEPT EAST 53.40 FEET OF EACH, ALSO EXCEPT WEST 10.19 FEET OF LOT 185 AND WEST 10.17 FEET OF LOT 186, HANNAN'S WEST ROYAL OAK SUBDIVISION, AS RECORDED IN LIBER 14, PAGE 3 OF PLATS, OAKLAND COUNTY RECORDS.

(TAX ID.: 25-17-355-001 - 2475 COLUMBIA)

PARCEL 5:

EAST 53.4 FEET OF LOTS 125 AND 126, HANNAN'S WEST ROYAL OAK SUBDIVISION, AS RECORDED IN LIBER 14, PAGE 3 OF PLATS, OAKLAND COUNTY RECORDS.

(TAX ID.: 25-17-353-016 - 2466 COLUMBIA)

PARCEL 6:

LOTS 125 AND 126, EXCEPT THE EAST 53.40 FEET OF EACH, ALSO EXCEPT WEST 10.25 FEET OF LOT 125, ALSO EXCEPT WEST 10.23 FEET OF LOT 126, HANNAN'S WEST ROYAL OAK SUBDIVISION, AS RECORDED IN LIBER 14, PAGE 3 OF PLATS, OAKLAND COUNTY RECORDS.

(TAX ID.: 25-17-353-015 - 2476 COLUMBIA)

Michael Ferlito Biography

Partner - Ferlito Group
&
Maximus Self Storage

Michael Ferlito is the President and CEO of the Ferlito Group, co-founder of Bamboo and partner in Maximus Self Storage. Michael's experience in real estate spans 17 years through development and construction of several Michigan and Florida projects. In December 2014, Michael received his MBA from Wayne State University with a concentration in Finance. He plans to continue using his skills to drive new business forward nationwide.

Michael is a member of the St. John's Guild as well as a part of several forward-thinking organizations such as the Urban Land Institute, the Detroit Economic Club, the Detroit Athletic Club, Entrepreneurs' Organization and is a CCIM candidate. In 2017, Michael was the recipient of two distinguished honors from the Detroit City Council, the Spirit of Detroit Award and Community Service Award.

Michael and his wife, Alena, were married in February 2019. They are parents to two beautiful children, Nadia and Joey. Alena is a professional singer and was featured on NBC's The Voice. She also owns her own beauty business, the Beauty Gals, one of the largest on location hair and make-up companies in Michigan. Michael and Alena reside in Royal Oak, MI. When Michael is not in the office, he enjoys fitness, health and wellness, wine, golf, and family.

The Columbia – PILOT Applicatoin

Construction Details:

Description of the project, including size, type and quality of construction:

The proposed project comprises a 47,672 sq ft residential development across two buildings on Columbia and Robina. The project will feature a mix of studio, one-, and two-bedroom units across four stories, designed to reflect high-quality construction standards. The building includes durable exterior finishes, energy-efficient systems, and thoughtfully designed interiors suited for attainable housing in Berkley. The development replaces existing vacant duplexes with new housing stock aligned to the City's housing needs.

Construction parking mitigation plan, if any:

Construction teams will utilize on-site staging areas and coordinate with the City to manage any necessary use of adjacent street parking or temporary lane closures. A detailed construction logistics and mitigation plan will be submitted prior to mobilization to ensure minimal disruption to local residents and traffic.

Describe the marketing plan for the project, identifying the intended market. List the types of lessees anticipated. If the project is speculative, how long is full occupancy expected to take and who will manage the project:

The Columbia is designed to serve young professionals, small families, and seniors seeking high-quality attainable housing in downtown Berkley. Marketing efforts will include digital outreach, signage, local advertising, and broker partnerships. The leasing strategy will prioritize a phased rollout during late-stage construction and pre-leasing campaigns. The project is expected to achieve full occupancy within six months of opening. Columbia Berkley LLC will oversee initial lease-up and may partner with a third-party property manager for long-term operations.

Wayne M. Wudyka
Founder & CEO
Huntington Cleaners and Certified Restoration Drycleaning Network (CRDN)

Wayne M. Wudyka is a nationally recognized leader and innovator whose career has been defined by building successful businesses across several industries including drycleaning, insurance restoration, franchising, and real estate development. As the Founder and CEO of Huntington Cleaners and Certified Restoration Drycleaning Network (CRDN), Wayne has transformed traditional service industries into scalable, high-impact enterprises that blend profitability with community benefit.

In 1992, Wayne acquired Huntington Cleaners, a drycleaning operation with six employees and $260,000 in annual revenue. The company has expanded to offer a wide range of services. In addition to drycleaning, Huntington provides leather care, home pickup/delivery routes and maintains a locker-based amenity service in nearly 200 residential and commercial office buildings. Today, along with Wesch Cleaners, Camelot Cleaners, and CRDN of Michigan and Northwest Ohio, Wayne's operation is among the largest performing drycleaning and restoration in North America.

In 2001, Wayne established Certified Restoration Drycleaning Network, now known as CRDN. A first-of-its-kind national franchise model, CRDN formalized the textile restoration process for the insurance industry, and has since added electronics, art and, most recently, contents restoration to its offering. His leadership turned an overlooked service into a trusted, cost-saving solution for homeowners and insurers alike.

Today, CRDN franchise owners operate in roughly 150 territories across the US, Canada and the UK. CRDN ranks among the fastest-growing brands in the disaster restoration industry, appearing in the *Franchise Times Top 400* three years in a row.

A proven entrepreneur, Wayne also revitalized legacy brands like Martinizing Cleaners to profitability before selling in 2021. His portfolio of strategic acquisitions have included 1-800-DryClean, Pressed4Time, Dry Cleaning Station, Mai-Kai Cleaners and George Mitchell Cleaners.

Beyond business, Wayne brings a deep commitment to ethical leadership and community service.

He and his wife Dr. Andrea Wudyka are in the process of funding a second school in Ghana, following the completion of the Andrew Kolar School in partnership with Albert Wugaa of the Pontifical Mission Societies. Over 1,600 students attend the K-12 schools, serving 22 villages.

Wayne is in his tenth year serving as a board member for Academy of the Sacred Heart in Bloomfield Hills, now currently Vice Chair. He has previously served as a member of the Oak

Park 11 Mile Authority Board, a group appointed by the mayor to help organize initiatives for a new entertainment district on 11 Mile in Oak Park, Michigan. Wayne is also the former president of the Berkley Chamber of Commerce and a former member of the Downtown Development Authority in Berkley, Michigan. He has also been a Little League coach in Birmingham for more than a decade and helped to rebuild local fields.

Wayne and his wife, Dr. Andrea Wudyka, have three children – Wayne II, James and Rose – and reside in Birmingham.

FirstState
Your Hometown Bank

24300 Little Mack • St. Clair Shores, MI 48080 • 866.372.1275 • www.fsb.bank

TERM SHEET

To: Wayne Wudyka, Anthony Ferlito, Michael Ferlito

From: André Esshaki
1st Vice President

Date: June 5, 2025

Thank you for the opportunity to assist with your financing needs. The following are proposed terms for discussion purposes only. This is not a commitment to lend. This term sheet does not contain each condition that may be imposed or required by First State Bank in the making of a loan of this type. These terms are subject to full underwriting and approval and may change prior to approval.

Borrower: (Entity To Be Formed)

Request: $11,000,000

Purpose: Complete construction for THE COLUMBIA, a Class A, 57,000 SF workforce housing project located at 2476-2496 Columbia Rd, Berkley, MI 48072.

Rate: WSJP – 0.50% during construction (currently 7.00%). The floor rate is 6.00%.

Term: Up to 24 months.

Advance Basis: Loan amount limited to the lesser of $11,000,00 or 70% of the value of the property as-if redeveloped and stabilized.

Collateral: 1st lien position on CREM on the real estate building to be built at 2476-2496 Columbia Rd, Berkley, MI 48072.

Guarantors: Wayne Wudyka, Anthony Ferlito, Michael Ferlito

Fees:

- Commitment Fee: 1%
- Loan Processing Fee: $350 with auto debit / $700 without auto debit
- Attorney Documentation: TBD
- Title Work: TBD
- Appraisal or Collateral Evaluation: TBD
- Phase I or Transaction Screen: TBD
- Construction draw fee: $250 (if applicable) – due with draw request
- Construction contract and budget review fee: TBD
- Other fees as applicable for a loan of this type

Member FDIC

Financial Reporting Requirements:

(1) Borrower shall furnish to Bank copies of its federal tax returns, including all K-1's and other supporting schedules, which shall be due by June 30 of each year, provided however, that a copy of any extension filed shall be due to Bank within 10 days of filing.

(2) Individual Guarantors shall furnish to Bank: (a) copies of their federal tax returns, including all K-1's and other supporting schedules, which shall be due by June 30 of each year, provided however, that a copy of any extension filed shall be due to Bank within 10 days of filing, (b) annual personal financial statements, including a statement of contingent liabilities, which shall be due by June 30 of each year, and (c) copies of all federal tax returns for the entities listed on Schedule E of their tax returns, which shall be due by June 30 of each year.

(3) Corporate Guarantor shall furnish to Bank copies of its federal tax returns, including all K-1's and other supporting schedules, which shall be due by June 30 of each year, provided however, that a copy of any extension filed shall be due to Bank within 10 days of filing.

Prepayment Penalty: N/A

Financial Covenants:

Minimum Debt Service Coverage of 1.20x to be measured annually at 12/31

Other Requirements:

- Property Taxes to be escrowed
- Main Operating account to be maintained at FSB.

Cash Management Services:

FSB offers an array of cash management services to make doing business efficient and cost effective. Let me know what products and services below you would like to learn more about:

- Positive Pay
- ACH Origination
- Sweep Accounts
- Business Express Deposit
- Mobile Banking
- Online Banking
- Wire Services
- Business Credit Cards
- Merchant Services
- Quick Books Direct Connect
- Lockbox

Acceptance:
I accept the terms as presented above and understand they are subject to change based on full underwriting and approval by First State bank.

Borrower:

_____
Wayne Wudyka

Borrower:

_____
Anthony Ferlito

Borrower:

_____
Michael Ferlito

The Columbia

Project Summary

General Project Assumptions	
Acquisition Date	1/1/2025
Construction Begin Date	1/1/2026
Construction Duration	18 months
Construction End Date	6/30/2027
Lease Up Begin Date	7/1/2027
Lease Up Duration	months
Lease Up End Date	6/30/2027
Stabilized Year (Ops Year)	Year 2
Stabilization Date Start	1/1/2029
Stabilization Date End	12/31/2029
Exit Year (Ops Year)	Year 10
Exit Date	12/31/2036
Market-Rate Escalation Factor	2.00%
Affordable Escalation Factor	2.00%
Expense Escalation Factor	2.00%

Development Scope	
Gross SF (GSF)	**42,721**
Residential GSF	42,221
For-Sale GSF	-
Commercial GSF	500
Net Rentable SF (NRSF)	
Affordable NRSF	35,601
Market-Rate NRSF	-
Commercial NRSF	500
Total NRSF	**36,101**
Residential - # of Units	**51**
Affordable	51
Market	-

Incentive Assumptions	
Brownfield TIF	
Incr. Property Tax Capture	$ -
Property Tax Abatement	
Type of Abatement	NA
Abatement Savings	$ -

Sources & Uses				
Item	**Amount**	**$ / Unit**	**$ / GSF**	**% of Total**
Construction Period Sources				
Retained Land Equity	$ 1,100,000	$ 21,569	$ 25.75	7%
New Equity	$ 1,497,037	$ 29,354	$ 35.04	10%
Construction Loan	$ 10,631,275	$ 208,456	$ 248.85	68%
MCRP Loan	$ 2,500,000	$ 49,020	$ 58.52	16%
Deferred Developer Fee	$ -	$ -	$ -	0%
Total Construction Sources	**$ 15,728,312**	**$ 308,398**	**$ 368.16**	**100%**
	TRUE			
Permanent Sources				
Retained Land Equity	$ 1,100,000	$ 21,569	$ 25.75	7%
Total Equity	$ 1,497,037	$ 29,354	$ 35.04	10%
Perm Loan	$ 11,728,128	$ 229,963	$ 274.53	75%
MCRP Loan	$ 1,403,147	$ 27,513	$ 32.84	9%
Deferred Developer Fee	$ -	$ -	$ -	0%
Total Permanent Sources	**$ 15,728,312**	**$ 308,398**	**$ 368.16**	**100%**
	TRUE			
Uses				
Land & Building Valuation	$ 1,100,000	$ 21,569	$ 25.75	7%
Hard Cost	$ 10,999,528	$ 215,677	$ 257.47	70%
Due Diligence & Closing Costs	$ -	$ -	$ -	0%
Professional Fees	$ 853,556	$ 16,736	$ 19.98	5%
Constr. Period Financing Costs	$ 1,431,847	$ 28,075	$ 33.52	9%
Leasing, Marketing, & Tenant Improvements	$ 215,000	$ 4,216	$ 5.03	1%
Other Soft Costs	$ 177,514	$ 3,481	$ 4.16	1%
Developer Fees	$ 515,448	$ 10,107	$ 12.07	3%
Constr. Period Operating Deficit Reserve	$ 204,163	$ 4,003	$ 4.78	1%
Project Reserves	$ 231,256	$ 4,534	$ 5.41	1%
Total Uses	**$ 15,728,312**	**$ 308,398**	**$ 368.16**	**100%**

Rent Roll						
Unit Desc	**Unit Type**	**Unit Ct**	**Unit SF**	**% AMI**	**$ Rent / Mo**	**$ Rent PSF**
A1 - STU	Studio	12	623	80%	$ 1,414	$ 2.27
A2 - StU	Studio	3	575	80%	$ 1,414	$ 2.46
B1 - 1BR	1 Bedroom	24	739	110%	$ 2,082	$ 2.82
B2 - 1BR	1 Bedroom	3	683	100%	$ 1,893	$ 2.77
B2-1 - 1BR	1 Bedroom	3	683	100%	$ 1,893	$ 2.77
B3 - 1BR	1 Bedroom	3	821	110%	$ 2,082	$ 2.54
B3-1 - 1BR	1 Bedroom	3	701	100%	$ 1,893	$ 2.70
Total / Average		**51**	**698**	**99%**	**$ 1,852**	**$ 2.65**

Investment & Exit Summary		
Item		**Amount**
Total Equity Raised		
Sale Year NOI	*Year 10*	$ 1,148,056
Exit Cap Rate		6.75%
Sale Value		$ 17,008,233
Sale Value/Door		*$333,495*
Selling Expense	2.5%	$ (425,206)
Loan Payoff		$ (11,671,585)
Mezz Payoff		$ -
Net Proceeds from Sale		**$ 4,911,442**
		Annual
Stabilized Yield-to-Cost		6.0%
Avg Cash-on-Cash		5.5%
Gross Project IRR		14.9%
Equity Multiple		3.22

Stabilized (Yr. 2) Operating Cash Flow				
Item	**Total**	**$ / Unit**	**$ / GSF**	**% of EGR**
Effective Gross Revenue				
Market Rate Effective Gross Revenue	$ -	$ -	$ -	0%
Affordable Effective Gross Revenue	$ 1,138,751	$ 22,328	$ 26.66	93%
Parking Effective Gross Revenue	$ 81,838	$ 1,605	$ 1.92	7%
Total Effective Gross Revenue	**$ 1,220,589**	**$ 23,933**	**$ 28.57**	**100%**
Operating Expenses				
Market Rate OpEx	$ -	$ -	$ -	0%
Affordable OpEx	$ (234,182)	$ (4,592)	$ (5.48)	-21%
Retail OpEx	$ (16,152)	$ (317)	$ (0.38)	-20%
Total Expenses	**$ (250,334)**	**$ (4,909)**	**$ (5.86)**	**-21%**
NOI	**$ 970,255**	**$ 19,025**	**$ 22.71**	**79%**
Cash Flow Before Debt Service	**$ 970,255**	**$ 19,025**	**$ 22.71**	**79%**
Senior Loan Debt Service				
Annual Debt Service	$ (733,008)	$ (14,373)	$ (17.16)	-60%
Total Senior Loan Debt Service	**$ (733,008)**	**$ (14,373)**	**$ (17.16)**	**-60%**
Debt Service Coverage Ratio	*1.32*			
Cash Flow Available for Distribution	**$ 237,247**	**$ 4,652**	**$ 5.55**	**19%**
	FALSE			

Stabilized (Yr. 2) Residential OpEx Assumptions				
	Market-Rate	**$/Unit**	**Affordable**	**$/Unit**
Salary & Payroll	$ -	$ -	$ (63,672)	$ (1,248)
Leasing Commission	$ -	$ -	$ -	$ -
General & Administrative	$ -	$ -	$ (3,980)	$ (78)
Insurance	$ -	$ -	$ (23,877)	$ (468)
Marketing	$ -	$ -	$ (5,306)	$ (104)
Repairs & Maintenance	$ -	$ -	$ (31,836)	$ (624)
Contract Services	$ -	$ -	$ -	$ -
Turnover Costs	$ -	$ -	$ (17,245)	$ (338)
Community Expenses	$ -	$ -	$ -	$ -
Utilities	$ -	$ -	$ (31,836)	$ (624)
Trash Removal	$ -	$ -	$ -	$ -
Real Estate Taxes	$ -	$ -	$ (10,880)	$ (213)
Property Management Fee	$ -	$ -	$ (45,550)	$ (893)
Operating Expenses	**$ -**	**$ -**	**$ (234,182)**	**$ (4,592)**
Replacement Reserves	$ -	$ -	$ -	$ -
Total Expenses	**$ -**	**$ -**	**$ (234,182)**	**$ (4,592)**

Stabilized (Yr. 2) Parking & Office OpEx Assumptions			
	Commercial	**$/NRSF**	
Parking OpEx	$ (16,152)	$ (32.30)	
Common Area Maintenance ("CAM")	$ (1,821)	$ (3.64)	
General & Administrative	$ (520)	$ (1.04)	
Insurance	$ (520)	$ (1.04)	
Real Estate Taxes	$ (2,074)	$ (4.15)	
Property Management Fee	$ (515)	$ (1.03)	
Commercial Utilities	$ (780)	$ (1.56)	
Total Operating Expenses	**$ (22,382)**	**$ (44.76)**	TRUE

Financing Assumptions					
	A LOAN	**B LOAN**	**C LOAN**	**D Loan**	**E Loan**
Loan Terms					
Loan Amount	$ 10,631,275	$ 11,728,128	$ 2,500,000	$ 1,403,147	$ -
Loan Type	Constr-to-Perm	Term	Constr-to-Perm	Term	0
Loan Position	Senior	Senior	Mezzanine	Mezzanine	0
Loan Payoff	B Loan	Sale	D Loan	Sale	0
Lender Type	Bank	Bank	MCRP	MCRP	0
Funding Date	1/1/2026	1/1/2029	1/1/2026	1/1/2029	1/0/1900
Term (Years)	3	10	3	10	0
Maturity Date	1/1/2029	12/31/2036	1/1/2029	1/1/2039	1/0/1900
I/O Period (Months)	36	12	36	12	0
Amortization (Years)	25	30	25	30	0
Interest Rate	8.00%	6.25%	1.00%	1.00%	0.00%
Loan Sizing Assumptions					
Max LTC	67.5%	70.0%	NA	0.0%	0.0%
Max LTV	NA	NA	NA	0.0%	0.0%
Min DSCR	1.2	1.2	NA	0	0
Assumed Cap Rate	6.50%	6.50%	NA	0.00%	0.00%
Max Loan Amount	$ 10,631,275	$ 11,728,128	$ 2,500,000	$ 1,403,147	$ -

Recapitalization Analysis	
Item	**Amount**
Recap Date	12/31/2036
F12 NOI	$ 1,148,056
Interest Rate	6.00%
DSCR	1.20
Amortization	35
Imputed Loan Proceeds	$ 13,870,700
Total Remaining Incentives	$ -
Discount Rate	7.00%
NPV Remaining Incentives	
Recapitalization Proceeds	**$ 13,870,700**
Senior Loan Payoff	$ (10,559,255)
Mezz Loan Payoff	$ (1,119,496)
Recapitalization Profit / Loss	**$ 2,191,949**

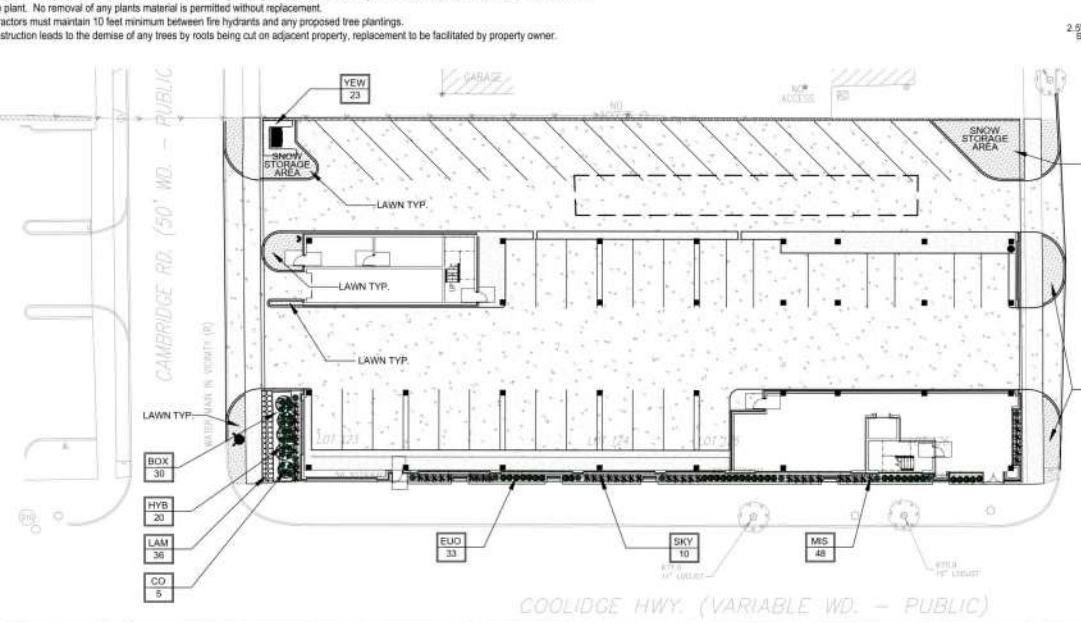
THE COLUMBIA

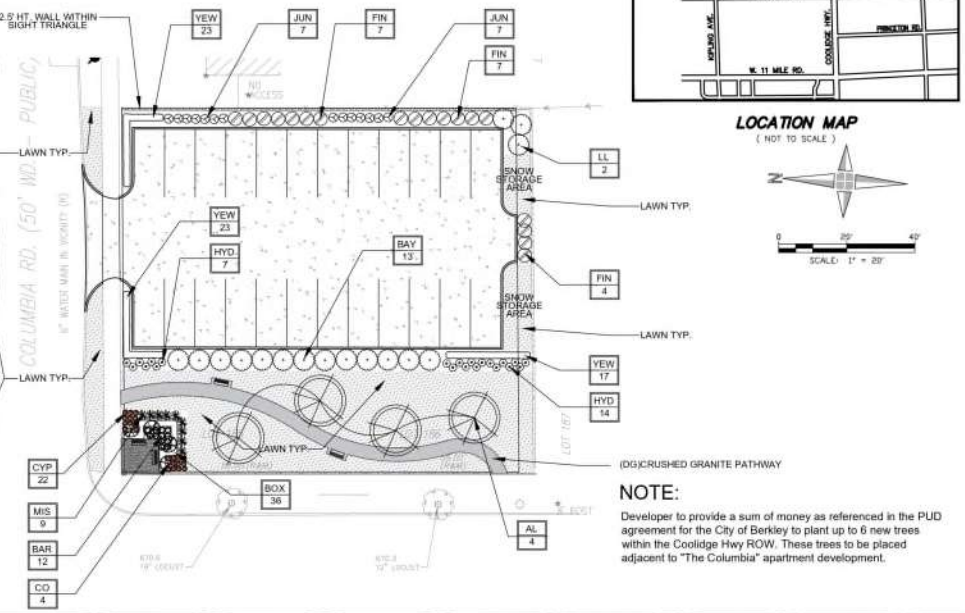
RAL NOTES:

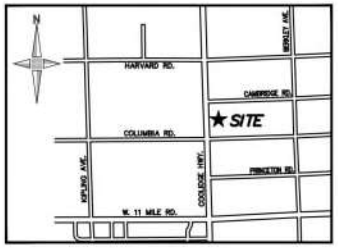
ction shall conform to the current standards and specifications of local ordinances.
eas not built, landscaped, or paved upon shall be seeded or sodded. Terra seed system or approved equal is encouraged.
wn areas shall be irrigated with an underground automatic irrigation system. Irrigation heads shall be placed such that water will not hit ard surfaces or structures.
(2) year guarantee period begins at Final Acceptance of landscape material by the City's representative, a landscape architect, and prior authorization of the occupancy permit. This is the first of two (1 of 2) required City inspections of the Landscape Plan installation.
imum of one cultivation in each month of June, July, and August shall be performed within the 2-year warranty period.
ng Department will not release construction bonds until City landscape architect has inspected the site and approved the installation of cape plans. Final bond will not be released until the two (2) year guarantee expires and final inspection is made.
er 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 plant. No removal of any plants material is permitted without replacement.
ractors must maintain 10 feet minimum between fire hydrants and any proposed tree plantings.
struction leads to the demise of any trees by roots being cut on adjacent property, replacement to be facilitated by property owner.

LANDSCAPE CONTRACTOR'S "TWO-YEAR IRRIGATION REQUIREMENT PERIOD"

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.





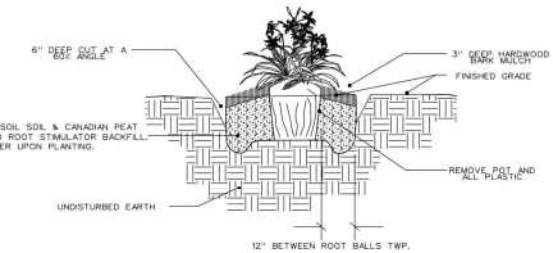


LOCATION MAP
(NOT TO SCALE)

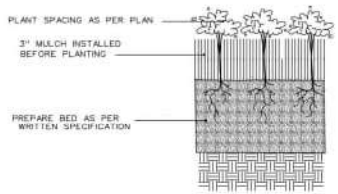
SCALE: 1" = 20'

NOTE:

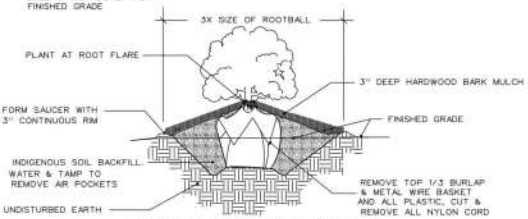
Developer to provide a sum of money as referenced in the PUD agreement for the City of Berkley to plant up to 6 new trees within the Coolidge Hwy ROW. These trees to be placed adjacent to "The Columbia" apartment development.



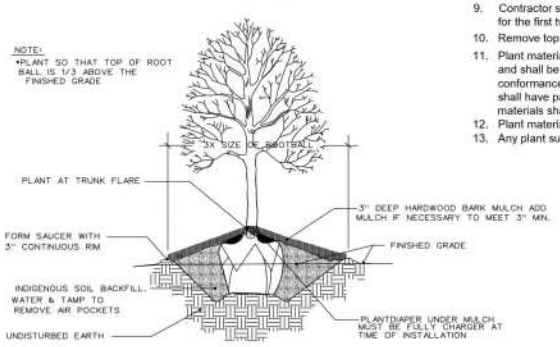
PERENNIAL PLANTING DETAIL
NO SCALE



GROUNDCOVER PLANTING DETAIL
NO SCALE



SHRUB PLANTING DETAIL
NO SCALE



TREE PLANTING DETAIL
NO SCALE

PLANT NOTES:

1. Plant materials shall be sound, heathy 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 + A3002004.)
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 falling.
9. Contractor shall provide in writing a list of recommended maintenance proceedures 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 grown, 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.

PLANT SCHEDULE

SYMBOL	ABBR	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
	CO	9	Quercus rubur x coccinea#	CRIMSON SPIRE OAK	3" cal.	B&B
	AL	4	Tilia americana	AMERICAN LINDEN	3" cal.	B&B
	BAY	13	Myrica pennyhanica	NORTHERN BAYBERRY	5 gal.	CONTAINER
	JUN	14	Juniperus chinensis 'blue point'	BLUE POINT JUNIPER	5 gal.	CONTAINER
	SKY	10	Juniperus scopulorum skyrocket	SKYROCKET JUNIPER	3 gal.	CONTAINER
	MIS	57	Miscanthus sinensis 'little kitten'	LITTLE KITTEN MAIDEN GRASS	3 gal.	CONTAINER
	BOX	66	Buxus 'Green Velvet'	GREEN VELVET BOXWOOD	3 gal.	CONTAINER
	FIN	18	Rhamnus frangula 'tron williams'	FINELINE BARBERRY	3 gal.	CONTAINER
	BAR	12	Thuja 'Elegrant's Spire'	GOLDEN RUBY BARBERRY	1 gal.	CONTAINER
	YEW	86	Buxus 'Green Velvet'	GREEN VELVET BOXWOOD	5 gal.	CONTAINER
	CYP	22	Chamaecyparis pisifera f. 'mop'	MOPS THREADLEAF CYPRESS	1 GAL	CONTAINER
	HYD	21	Hydrangea paniculata 'limelight'	LITTLE LIME PUNCH HYDRANGEA	3 gal.	CONTAINER
	HYB	20	Hydrangea quercifolia 'Munchkin'	MUNCHKIN OAKLEAF HYDRANGEA	3 gal.	CONTAINER
	EUO	33	Euonymus fortunei emerald'n gold	EMERALD 'N GOLD EUONYMUS	1 gal.	CONTAINER
	LAM	36	Lamium maculatum 'orchid frost'	ORCHID FROST LAMIUM	1 gal.	CONTAINER

LAWN SEED MIX:

30# PERENNIAL RYGRASS
35# PARK KENTUCKY BLUEGRASS
45# CREEPING RED FESCUE
5# ANNUAL RYEGRASS
4#/1000 S.F. SEEDING RATE

NOT FOR CONSTRUCTION

M-95-25

October 6, 2025 Council Meeting

Moved by Councilmember_____and seconded by Councilmember _____ to consider special land use approval for a pharmacy use in the Residential Corridor District at 3462 Greenfield Road, on the west side of Greenfield Road, north of Twelve Mile Road.

Ayes:

Nays:

Absent:

Motion:

CITY OF BERKLEY
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Mayor Dean and City Council
From: Kristen Kapelanski, Community Development Director
Date: October 6, 2025
Subject: PSU-04-25 3462 Greenfield Rd.

Madam Mayor and Members of City Council,

Background

- The applicant is proposing to occupy a vacant suite at the recently constructed office building at 3462 Greenfield Rd. with a pharmacy use.
- The zoning of the property is Residential Corridor District, which permits pharmacies as special land uses.
- No site improvements are proposed and the plans are for reference purposes only.
- The Planning Commission held the required public hearing and recommended approval of the request. Refer to the draft meeting minutes for conditions of approval.

Summary

- An analysis of the special land use standards is provided in the staff review.

Recommendation

Any motions recommending approval of the special land use request should reference the standards in Chapter 138, Section 10.03.

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

MEMORANDUM

To: Blue RX, LLC, Applicant

From: Kristen Kapelanski, Community Development Director

Subject: **PSU-04-25: 3462 Greenfield Rd.**

Date: August 29, 2025

The applicant has requested to operate a pharmacy in a tenant space at the recently developed office building at 3462 Greenfield Rd.

Background

The current zoning of the parcel is Residential Corridor. Pharmacy uses are considered retail (no drive-through allowed) in the Zoning Ordinance use classifications. The site type (medium) and street type (corridor) allow retail uses as special land uses in the Residential Corridor District.

The subject property was recently developed under the standards of the previous Zoning Ordinance.

Special Land Use Standards

Special land uses require the approval of the City Council after a recommendation from the Planning Commission. Standards listed in the ordinance for consideration of a special land use request are identified below. Staff comments are italicized.

- **Compatibility with Adjacent Uses:** The special land use must be designed and constructed in a manner harmonious with the character of adjacent properties and the surrounding area, as compared to the impacts of permitted uses. *The impacts from a small pharmacy use would not be greatly different from those of a small office tenant, which was originally approved for the site. Additionally, adequate buffering has been provided from the residential uses to the rear and the site fronts a major thoroughfare.*
- **Compatibility with the Master Plan:** The proposed special land use must be compatible and in accordance with the goals and objectives of the City of Berkley Master Plan and any associated sub-area and corridor plans, including the Downtown Master Plan. *While the master plan recommends attached and multi-family residential uses for this area of the City, it is important to note that the site was recently approved for offices (under the old zoning ordinance) and office and retail uses exist along this corridor.*
- **Traffic Impact:** The proposed special land use must be located and designed in a manner that will minimize the impact of traffic, taking into consideration the following: pedestrian access and safety; vehicle trip generation; types of traffic; access location and design; loading and unloading;

circulation; parking design; street and bridge capacity; and traffic operations at nearby intersections and access points. Efforts must be made to ensure that multiple transportation modes are safely and effectively accommodated in an effort to provide alternate modes of access and alleviate vehicular traffic congestion. *The site fronts a major thoroughfare and traffic impacts from a pharmacy retail space will not lead to any concerns.*

- **Impact on Public Services:** The proposed special land use must be adequately served by essential public facilities and services, such as streets, pedestrian or bicycle facilities, police and fire protection, drainage systems, refuse disposal, water and sewage facilities and schools. Such services must be provided and accommodated without an unreasonable public burden. *This is a recently developed site served by public utilities and with stormwater detention.*
- **Compliance with Zoning Standards:** The proposed special land use must be designed, constructed, operated and maintained to meet the stated intent of the zoning district and must comply with applicable ordinance standards. *The applicant is intending to occupy this recently developed site as is. The site already contains buffering, landscaping and lighting that match or closely match current Zoning Ordinance standards. No alterations or additions are required to meet the intent of the Zoning Ordinance.*
- **Impact on the Overall Environment:** The proposed special land use must not unreasonably impact the quality of the natural features and the environment in comparison to the impacts associated with typical permitted uses. *The applicant is proposing to use an already developed site and no new environmental impacts are proposed.*
- **Special Land Use Approval Specific Requirements.** The general standards and requirements of this section are basic to all uses authorized by special land use approval. The specific and detailed requirements relating to particular uses and area requirements must also be satisfied for those uses.
- **Additional Factors:** The following factors must also be considered by the Planning Commission when reviewing a special land use request.
    - The nature and character of the activities, processes, materials, equipment or conditions or operation, either specifically or typically associated with the use.
    - Vehicular circulation and parking areas.
    - Outdoor activity, storage and work areas. *No outdoor storage or work areas are proposed.*
    - Hours of operation. *The applicant should confirm the hours of operation.*
    - Production of traffic, noise vibration, smoke, fumes, odors, dust, glare, light or other public nuisances.

General Zoning Ordinance Standards

- **Non-conforming Site Standards:** Per Article 16 of the Zoning Ordinance, non-conforming lots and structures may be used for a permitted or special land use in the applicable district provided the non-conformity is not increased. Any additions or other site changes would need to comply with current zoning ordinance standards. The applicant is not proposing any site changes.

- **Special Land Use Considerations:** Since a retail use (pharmacy) is considered a special land use in the Residential Corridor District, the Planning Commission and City Council have some discretion in determining if the site layout (as-is) meets the intent of the Zoning Ordinance and Master Plan. Given that the site was recently developed and provides greenspace and complies with lighting standards, no additional site updates are recommended by staff.
- **Parking Requirements:** The site was originally envisioned with professional and medical office tenants in mind and was parked per the parking standards in the previous Zoning Ordinance. This would be considered part of the non-conformities of the site. Since retail use is proposed (which is a special land use) and the site was not previously considered a retail site in terms of parking, parking requirements for retail use would apply and can be considered. The current Zoning Ordinance includes parking standards for general retail (which would be used for pharmacy) and office uses. The parking standards for general retail are less that what is required for office uses and the standard for office uses in general as been decreased when compared to the previous Zoning Ordinance requirements. Adequate parking is provided to accommodate this use.

Cc: Kim Anderson, Zoning Administrator

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

APPLICATION FOR SPECIAL LAND USE REVIEW

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

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

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

TO BE COMPLETED BY APPLICANT:

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

Project Name: ~~Rhone Pharmacy~~

Applicant: Blue Rx LLC

Mailing Address: ~~635 Hibiscus St, Apt 611, West Palm Beach, Fl 33401~~

Telephone: [redacted]

Email: [redacted]

Property Owner(s), If different from Applicant: North Green Trust

Mailing Address: ~~1359 Davis Ave. Birmingham, MI. 48009~~

Telephone: [redacted]

Email: [redacted]

Applicant's Legal Interest in Property: Lease

LOCATION OF PROPERTY:

Street Address: 3462 Greenfield Rd, Suite 102, Berkley, MI 48072

Nearest Cross Streets: Greenfield Rd and W 12. Mile Rd

Sidwell Number(s): _____

PROPERTY DESCRIPTION:

Provide lot numbers and subdivision: _____

Property Size (Square Feet): _____ (Acres): _____

EXISTING ZONING DISTRICT *(please check):*

☐ R-1AB	☐ Community Centerpiece	☑ Residential Corridor
☐ R-1CD	☐ Downtown	☐ Woodward Corridor
☐ R-2	☐ Flex	☐ Cemetery
☐ R-M	☐ Gateway Corridor	☐ Parking Overlay
☐ R-M-H		

Street Type:

☑ Corridor ☐ Downtown ☐ Walkable Area ☐ Residential

Present Use of Property: ~~Medical and Professional~~

Proposed Use of Property: Pharmacy and related services

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

PROJECT DESCRIPTION:

~~The creation of a retail pharmacy focused on providing medical prescription medication~~ and medication management services

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

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

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

PLEASE COMPLETE THE FOLLOWING CHART:

Type of Development	Number of Units	Gross Floor Area	Number of Parking Spaces On Site	Number of Employees on Largest Shift
Attached Residential				
Office	6	600	17	2
Commercial				
Industrial				
Other				

STANDARDS FOR SPECIAL LAND USE APPROVAL:

To be considered for Special Land Use approval, the Planning Commission and City Council shall consider the following standards. Please address ***how*** the proposed use satisfies each standard, as specified in Section 138-10.03

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

   ~~Yes, providing a local community pharmacy provides localized and focused~~ medical and medication care through individualized care

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

   ~~Yes, the location is in a residentially dense area with a high number of medical~~ offices. To support these offices, a local pharmacy would provide a benefit to the community

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

   ~~Yes, medical and professional use is compatible with a pharmacy~~

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

   ~~Yes, a community pharmacy will promote personalized care and healthcare~~

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

~~No, Pharmacies provide the community with vital medication needs esp~~ in a long term care setting.

PROFESSIONALS WHO PREPARED PLANS:

A. Name: Tim Fought

Mailing Address: 24045 Woodland Drive Southfield, MI. 48034

Telephone: ~~248.514.7612~~

Email: timothy fought <tfoughtarchitectllc@gmail.com>

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

B. Name:

Mailing Address:

Telephone:

Email:

Design Responsibility:

SUBMIT THE FOLLOWING:

1. A PDF electronic copy of a complete set of plans, sealed by a registered architect, engineer, or surveyor and any supporting documents, emailed to planning@berkleymi.gov.
2. Proof of property ownership (title insurance policy or registered deed with County stamp).

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

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

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

PROPERTY OWNER'S APPROVAL: ***(Initial each line)***

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

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

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

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

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

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

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

Signature of Applicant — Date: 08/19/2025

Akshar Patel
Applicant Name (Print)

Signature of Applicant — Date: 08/19/2025

Applicant Name (Print)

Signature of Property Owner Authorizing this Application — Date: 8/19/25

North Green Trust
Property Owner Name (Print)

OFFICE USE ONLY

Received 8-19-25 Receipt # _____ Meeting Date _____ Case # PSU-04-25

Fee: $1,000.00

THE REGULAR MEETING OF THE BERKLEY CITY PLANNING COMMISSION WAS CALLED TO ORDER AT 7:00 PM, SEPTEMBER 23, 2025 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

DRAFT

PRESENT: Lisa Hamameh, Shiloh Dahlin, Lisa Kempner, Eric Arnsman, Mike Woods, Josh Stapp, Joe Bartus

ABSENT:

ALSO PRESENT: Kristen Kapelanski, Community Development Director

APPROVAL OF AGENDA

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

Voice vote to approve the agenda

AYES: 7
NAYS: 0
ABSENT: None

MOTION CARRIED

* * * * * * * * *

APPROVAL OF THE MINUTES

Motion by Commissioner Dahlin to approve the minutes of the August 26, 2025 regular Planning Commission meeting and supported by Commissioner Hamameh.

Voice vote to approve the meeting minutes of August 26, 2025.

AYES: 7
NAYS: 0
ABSENT: None

MOTION CARRIED

* * * * * * *

COMMUNICATIONS

Community Development Director Kapelanski shared that the latest issue of the Michigan Association of Planning magazine was provided for the Commissioners.

* * * * * * * * *

CITIZEN COMMENTS

NONE

* * * * * * * * *

OLD BUSINESS
NONE

* * * * * * * *

NEW BUSINESS

1. **PUBLIC HEARING PSU-04-25: 3462 Greenfield Rd.:** The applicant, Blue RX, LLC, is requesting special land use approval to occupy a tenant space for retail pharmacy use in the Residential Corridor District.

Community Development Director Kapelanski presented the special land use request noting no changes to the site are proposed. She highlighted the special land use review standards. She noted that since the site was not being altered, dimensional and general standards from the zoning did not apply as the site and any dimensional requirements would be considered non-conforming. Since this was a special land use, the standards for special land uses would apply.

Akshar Patel, representing the applicant, introduced himself.

The Planning Commission asked some clarifying questions. The number of pharmacy employees would be 3-4 at any given time. A delivery driver leaves in the morning and returns after dropping off all prescriptions for the day. The hours of operation are 9AM to 5PM Monday through Friday. Saturdays may be added depending on business.

Chair Kempner opened the public hearing at 7:05PM.

The property owner, Dan Winter, spoke in support of the application and said he did not foresee any negative impacts.

Chair Kempner closed the public hearing at 7:06PM.

The Commission went through the special land use and all agreed that all standards were met.

Motion by Commissioner Bartus and supported by Commissioner Dahlin to recommend approval of PSU-04-25 3462 Greenfield Rd. with the following findings:

- The proposed plan meets the standards of approval in Chapter 138, Section 10.03 and will not have negative impacts related to and/or is compatible with the following:
    - Compatibility with adjacent uses;
    - Compatibility with the Master Plan;
    - Traffic impacts;
    - Impacts on public services;
    - Compliance with zoning standards; and
    - Impact on the overall environment.

Roll call vote on the motion to recommend approval of PSU-04-25, 3462 Greenfield Rd.

AYES: 7
NAYS: 0
ABSENT: None

MOTION CARRIED

* * * * * * * * *

LIAISON REPORT
Commissioners provided updates on the Chamber of Commerce, the Downtown Development Authority and Zoning Board of Appeals.

DRAFT

* * * * * * * * *

COMMISSIONER COMMENTS

Chair Kempner asked Community Development Director Kapelanski to see if the search function in the Zoning Ordinance could be improved for tablets and phones.

Commissioner Hamameh asked Community Development Director Kapelanski to provide approval and denial sample motions in future packets.

* * * * * * * * *

STAFF COMMENTS

NONE

* * * * * * * * *

ADJOURNMENT

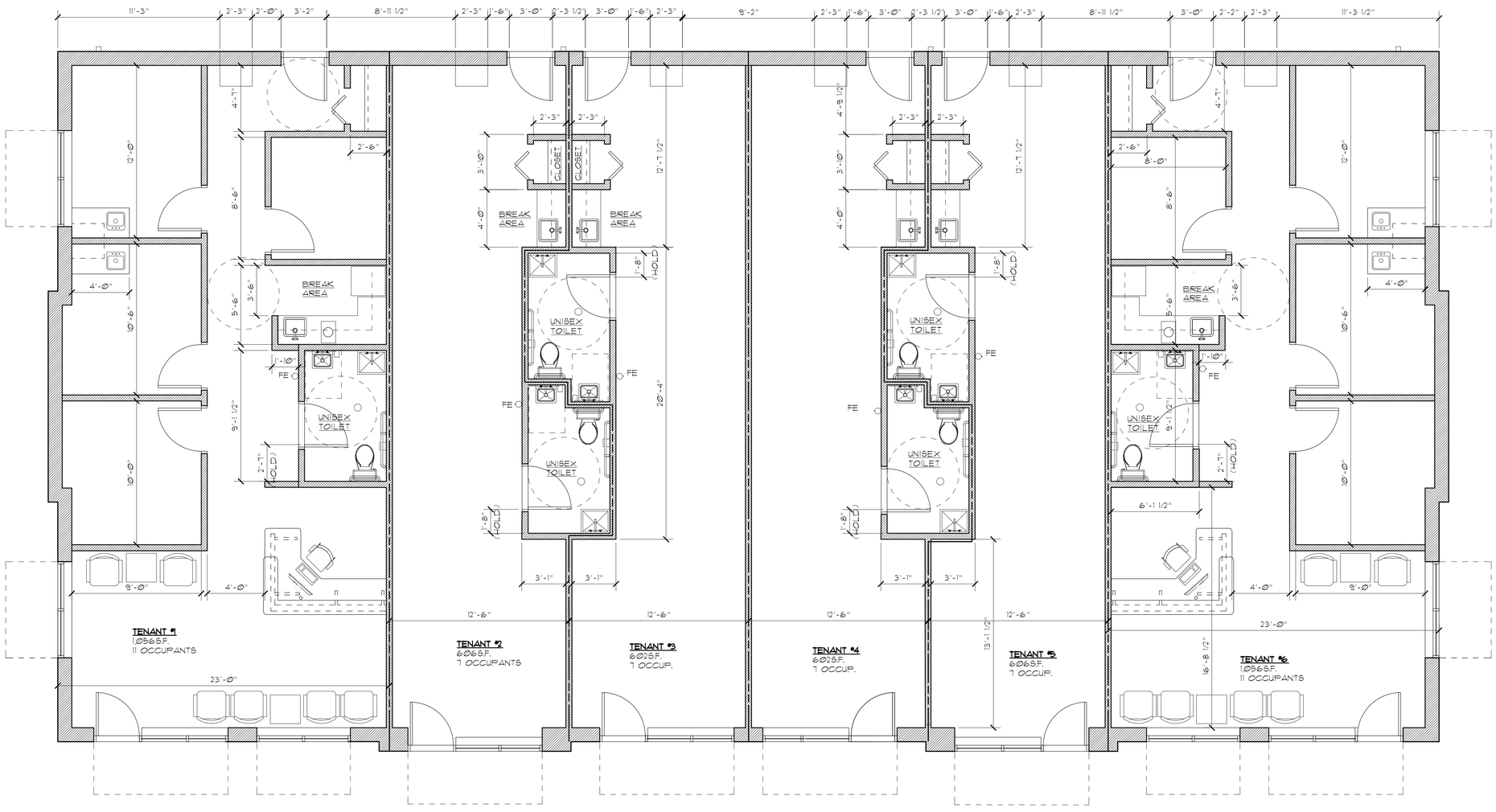
Motion to adjourn by Commissioner Dahlin, supported by Commissioner Stapp.

Voice vote for adjournment

AYES: 7
NAYS: 0
ABSENT: None

With no further business, the meeting was adjourned at 7:32PM.

DRAFT



FLOOR PLAN INTERIOR WALL DIMENSIONS

SCALE: 1/4"=1'-Ø"

NORTH

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PROJECT
SPEC OFFICE SPACE
3462 3478 GREENFIELD RD
BERKLEY, MI

SUBJECT
FLOOR PLAN &
EXTERIOR ELEVATIONS

ARCHITECTS
T. FOUGHT & ASSOCIATES LLC
24045 WOODLAND DR. SOUTHFIELD, MI 48034
(248) 514-7612

ISSUED:

BIDS & PERMITS
05/24/2022

REVISED PER CITY COMMENTS
07/12/2022
08/22/2022
09/23/2022

REVISED
02/13/2024
04/11/2024

DRAWN	T.J.F.
DESIGNED	T.J.F.
CHECKED	T.J.F.
DGS	
DGNBTR	

DO NOT SCALE PRINTS - USE FIGURED DIMENSIONS ONLY

JOB NO.
T2021024

SHEET
A.1A

34 GREENFIELD OFFICE

Proposed:
OFFICE BUILDING

3462-3478 Greenfield Rd.
Berkley, MI 48702

Owners:
GREEN TRUST
1359 Davis Ave.
Birmingham, MI 48009

Architect:
T. FOUGHT & ASSOCIATES LLC
24045 Woodland Dr.
Southfield, MI 48076
P: (248)514-7612

Project No. T2021014

CODE INFORMATION:
BUILDING CODES:
- 2015 MICHIGAN BUILDING CODE -ICC/ANSI A117.1-2009
- 2018 MICHIGAN PLUMBING CODE
- 2015 MICHIGAN MECHANICAL CODE
- 2017 NATIONAL ELECTRICAL CODE (W/ MICHIGAN AMENDMENTS)
- 2015 MICHIGAN UNIFORM ENERGY CODE PART 10A ANSI/ASHRAE/IESNA STANDARD 90.1
- 2012 INTERNATIONAL FIRE CODE W/ AMENDMENTS

SCOPE OF WORK
THIS PROJECT INVOLVES NEW BUILD FOR OFFICE BUILDING.

SHEET INDEX

C.1	TITLE SHEET, LOCATION, SITE, & LANDSCAPE PLANS
A.1	FLOOR PLAN, EXTERIOR ELEVATIONS, ENLARGED PLAN & DETAILS
A.2	EXTERIOR WALL SECTIONS
A.3	DOOR SCHEDULE, BARRIER FREE MOUNTING HEIGHTS & DETAILS
SN.1	GENERAL NOTES
SN.2	GENERAL NOTES
S.1	FOUNDATION PLAN & DETAILS
S.2	ROOF FRAMING PLAN & DETAILS
M.0	MECHANICAL LEGENDS, SYMBOLS, & SHEET INDEX
M.1.0	OVERALL DOMESTIC WATER & GAS PIPING FLOOR PLAN
M.2.0	OVERALL HVAC FLOOR PLAN
M.4.0	MECHANICAL SCHEDULES
M.4.1	MECHANICAL DETAILS
M.5	MECHANICAL SPECIFICATIONS
E.0	ELECTRICAL RISER DIAGRAM, SCHEDULE & SYMBOL LIST
E.1	SITE PLAN LIGHTING & POWER PLANS

LEGAL DESCRIPTION:
PROPERTY LOCATED IN THE CITY OF BERKLEY, COUNTY OF OAKLAND, STATE OF MICHIGAN:

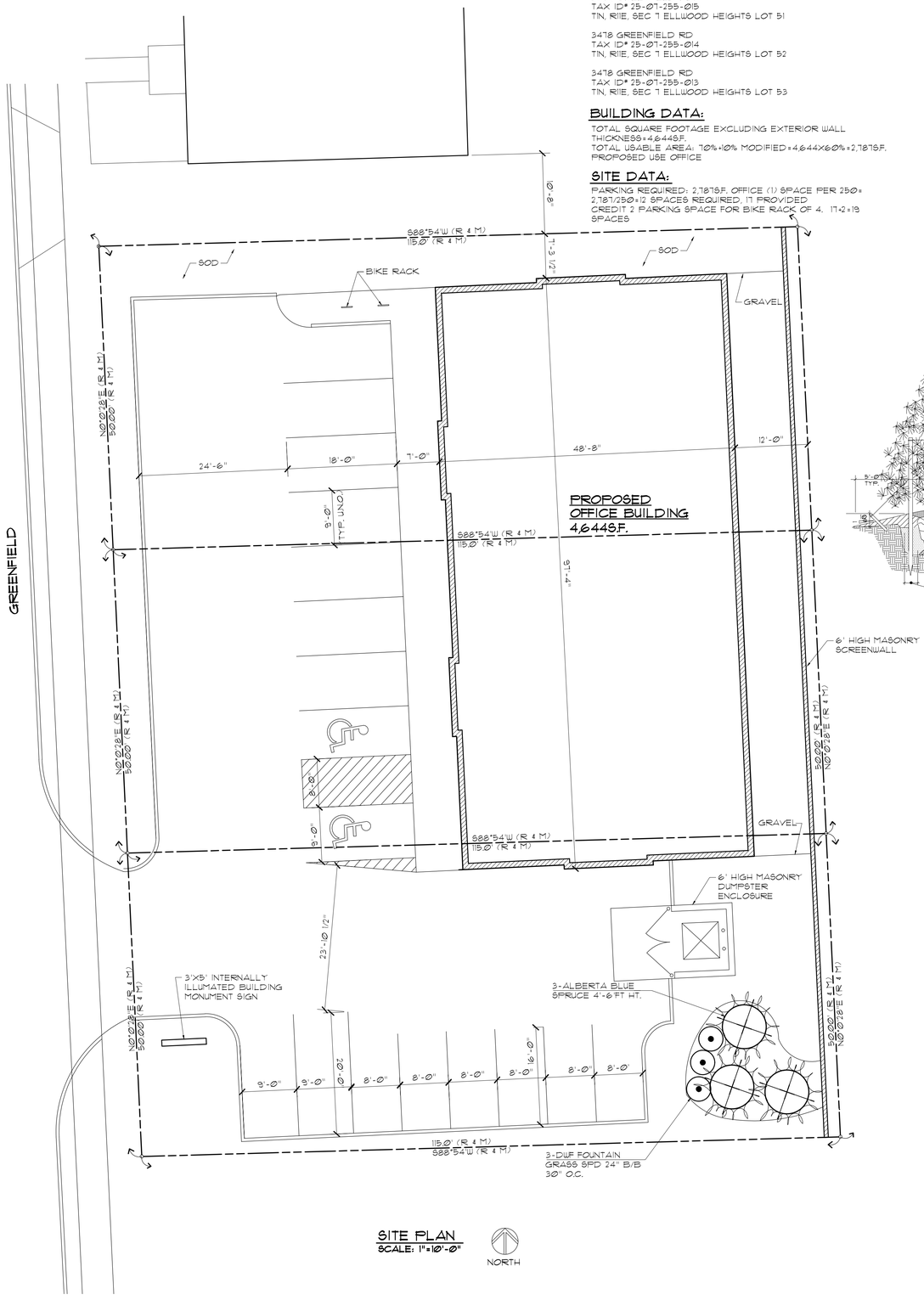
3462 GREENFIELD RD.
TAX ID# 25-07-255-015
T1N, R11E, SEC 7 ELLWOOD HEIGHTS LOT 51

3478 GREENFIELD RD
TAX ID# 25-07-255-014
T1N, R11E, SEC 7 ELLWOOD HEIGHTS LOT 52

3478 GREENFIELD RD
TAX ID# 25-07-255-013
T1N, R11E, SEC 7 ELLWOOD HEIGHTS LOT 53

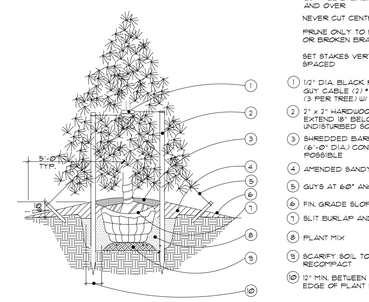
BUILDING DATA:
TOTAL SQUARE FOOTAGE EXCLUDING EXTERIOR WALL THICKNESS=4,644S.F.
TOTAL USABLE AREA: 70%+10% MODIFIED=4,644X60%=2,787S.F.
PROPOSED USE OFFICE

SITE DATA:
PARKING REQUIRED: 2,787S.F. OFFICE (1) SPACE PER 250=2,787/250=12 SPACES REQUIRED, 17 PROVIDED
CREDIT 2 PARKING SPACE FOR BIKE RACK OF 4. 17-2=15 SPACES



SITE PLAN
SCALE: 1"=10'-0"

NORTH



NOTES:
STAKE ALL EVERGREEN TREES UNDER 12' HIGH

CUT ALL EVERGREEN TREES 12' HIGH AND OVER

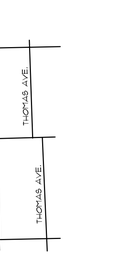
NEVER CUT CENTRAL LEADER

PRUNE ONLY TO REMOVE DEAD OR BROKEN BRANCHES

SET STAKES VERTICAL AND EVENLY SPACED

1. 1/2" DIA. BLACK RUBBER HOSE W/ GUY CABLE (2) # 11 GALV. WIRE (3 PER TREE) W/ GALV. TURNBUCKLE
2. 2" x 2" HARDWOOD STAKES TO EXTEND 18" BELOW TREE PIT IN UNDISTURBED SOIL
3. SHREDDED BARK MULCH 3" DEPTH (6'-0" DIA.) CONNECT BEDS WHERE POSSIBLE
4. AMENDED SANDY LOAM TOPSOIL
5. GUYS AT 60° ANGLE
6. FIN. GRADE SLOPED AWAY FROM TREE
7. SLIT BURLAP AND LEAVE TIED
8. PLANT MIX
9. SCARIFY SOIL TO 4" DEPTH AND RECOMPACT
10. 12" MIN. BETWEEN ROOTBALL AND EDGE OF PLANT PIT

EVERGREEN TREE DETAIL
NTS



LOCATION PLAN
SCALE: NONE

NORTH

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PROJECT
SPEC OFFICE SPACE
3462 3478 GREENFIELD RD
BERKLEY, MI

SUBJECT
TITLE SHEET, LOCATION, SITE & LANDSCAPE PLANS

ARCHITECTS
T. FOUGHT & ASSOCIATES LLC
24045 WOODLAND DR, SOUTHFIELD, MI 48034
(248) 514-7612

STATE OF MICHIGAN
TIMOTHY JAY FOUGHT
ARCHITECT
No. 1301056975
LICENSED ARCHITECT

ISSUED:
BIDS & PERMITS
05/24/2022

DRAWN	T.J.F.
CHECKED	T.J.F.
APPROVED	T.J.F.
BIDS	
CONSTR.	

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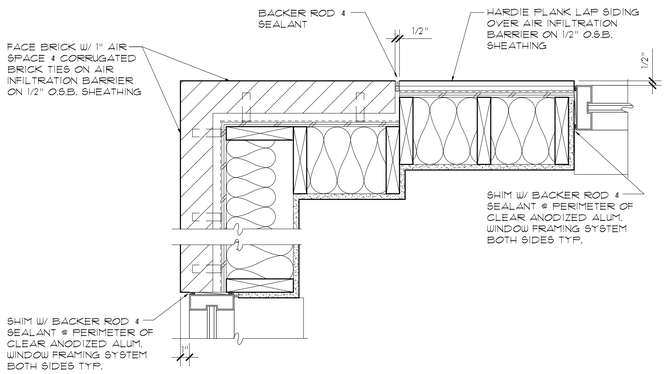
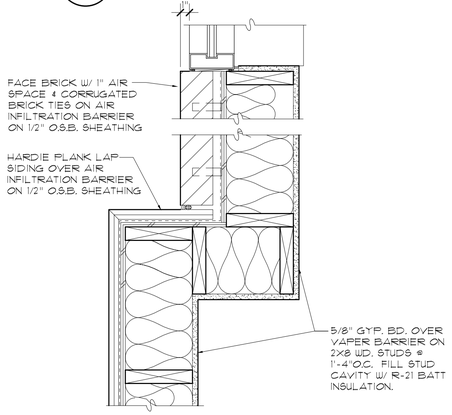
JOB NO.
T2021024

SHEET
C.1

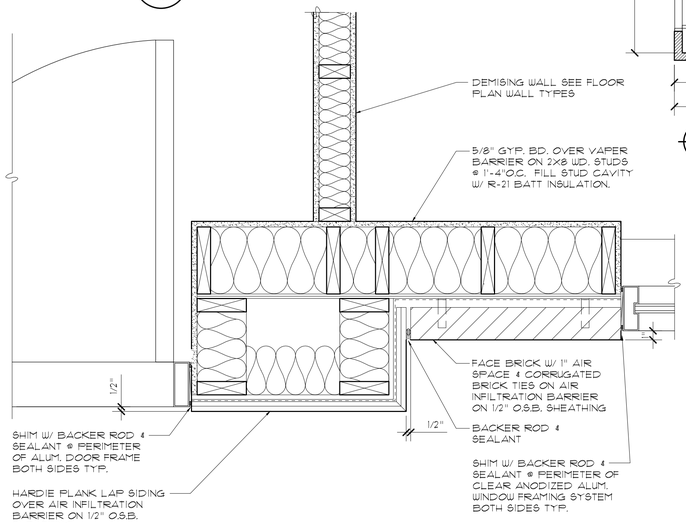
34 GREENFIELD OFFICE



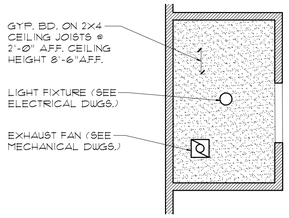
4/A.1 ENLARGED PLAN DETAIL
SCALE: 1 1/2"=1'-0"



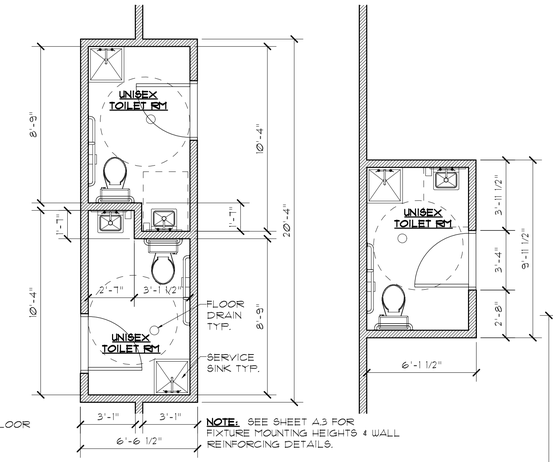
3/A.1 ENLARGED PLAN DETAIL
SCALE: 1 1/2"=1'-0"



2/A.1 ENLARGED PLAN DETAIL
SCALE: 1 1/2"=1'-0"

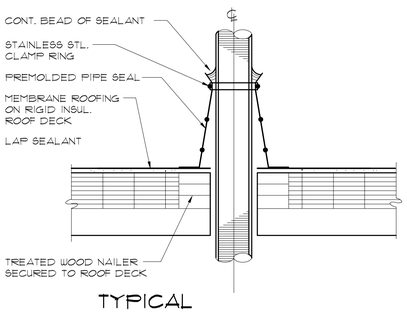


TYP. TOILET ROOM
REFLECTED CEILING PLAN
SCALE: 1/4"=1'-0"

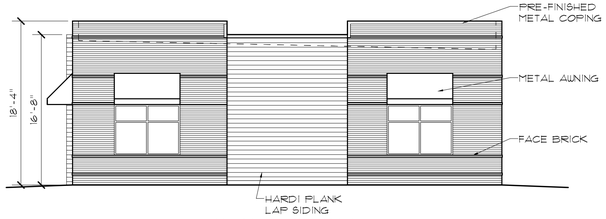


NOTE: SEE SHEET A.3 FOR FIXTURE MOUNTING HEIGHTS & WALL REINFORCING DETAILS.

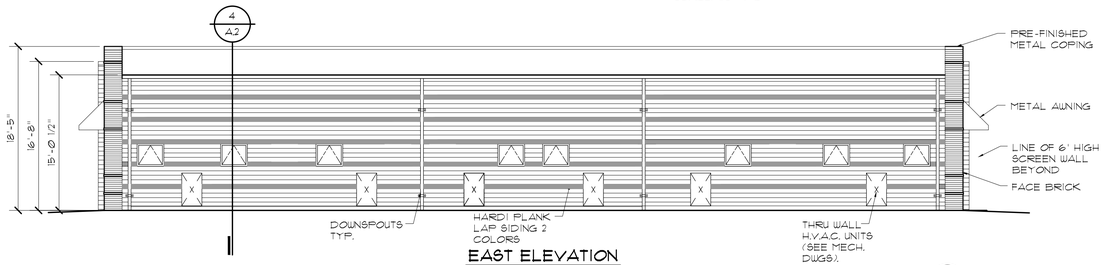
1/A.1 ENLARGED FLOOR PLAN
SCALE: 1/4"=1'-0"



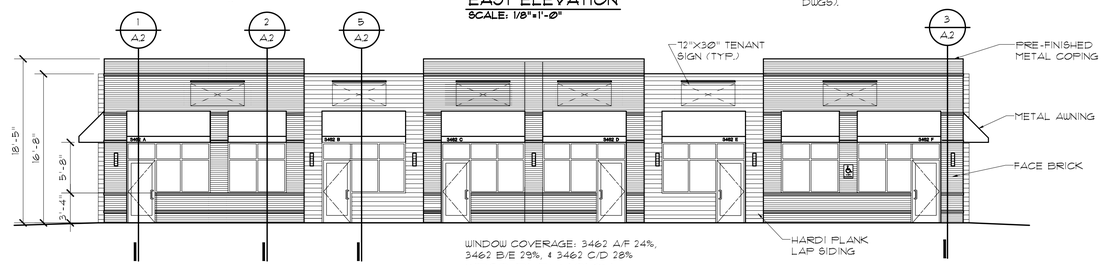
TYPICAL
ROOF PENETRATION
SCALE: 1 1/2" = 1'-0"



(NORTH OPPOSITE HAND)
SOUTH ELEVATION
SCALE: 1/8"=1'-0"

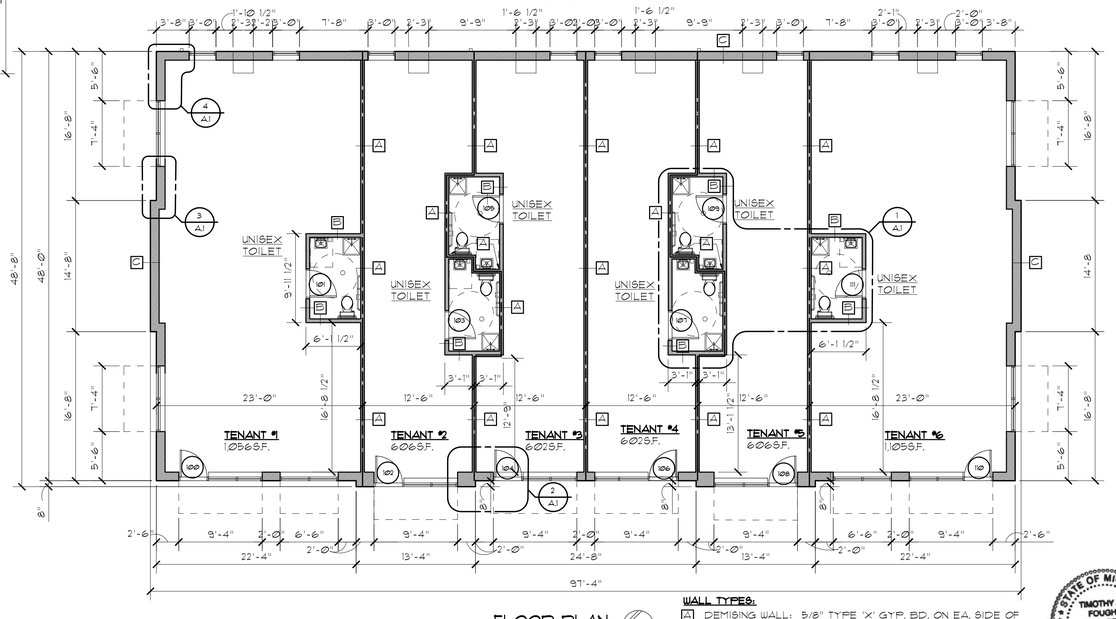


EAST ELEVATION
SCALE: 1/8"=1'-0"



WINDOW COVERAGE: 3462 A/F 24%, 3462 B/E 29%, & 3462 C/D 28%

WEST ELEVATION
SCALE: 1/8"=1'-0"



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

NORTH

WALL TYPES:

- A: DEMISING WALL: 5/8" TYPE 'X' GYP. BD. ON EA. SIDE OF 2X4 STUDS @ 1'-4" O.C. UP TO BOTTOM CHORD OF ROOF TRUSS (TYP.) (1 HOUR RATED UL U314
- B: 5/8" GYP. BD. ON EACH SIDE OF 2X4 STUDS @ 1'-4" O.C. FROM FINISH FLOOR TO UNDERSIDE OF TRUSS.
- C: EXTERIOR WALLS FACE BRICK OR HARDIE PLANK LAP SIDING OVER WEATHER PROOFING MEMBRANE ON 1/2" O.S.B. BOARD ON 2X6 WD STUDS @ 16" O.C. W/ VAPOR BARRIER W/ 5/8" GYP. BD. FILL STUD CAVITY W/ BATT INSULATION, TYP.

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SPEC OFFICE SPACE
3462 3478 GREENFIELD RD
BERKLEY, MI

SUBJECT
FLOOR PLAN & EXTERIOR ELEVATIONS

ARCHITECTS
T. FOUGHT & ASSOCIATES LLC
24045 WOODLAND DR. SOUTHFIELD, MI 48034
(248) 514-7612

ISSUED:
BIDS & PERMITS
05/24/2022

DRAWN	T.J.F.
CHECKED	T.J.F.
APPROVED	T.J.F.
BIDS	
CONSTR.	

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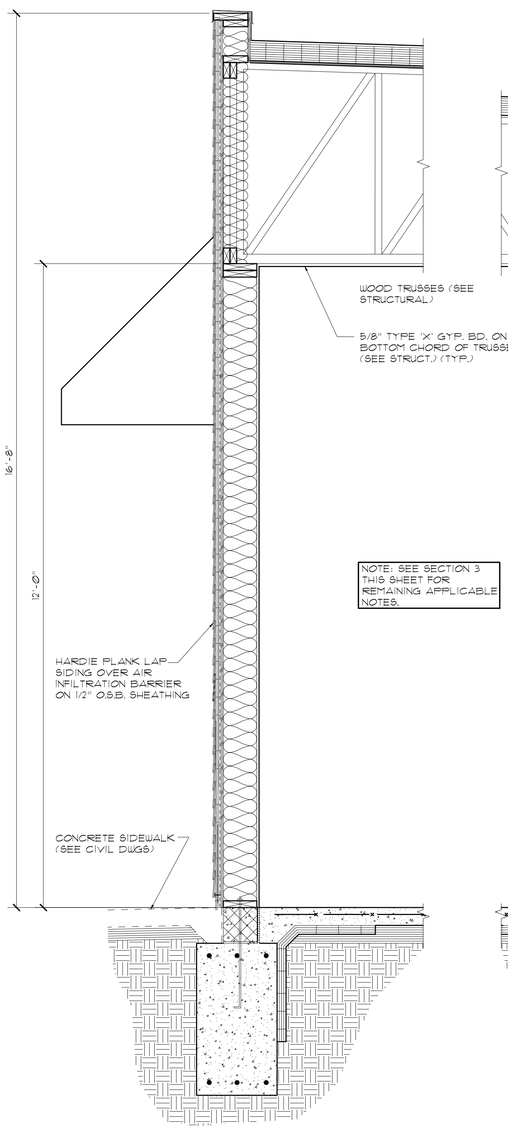
JOB NO.
T2021024

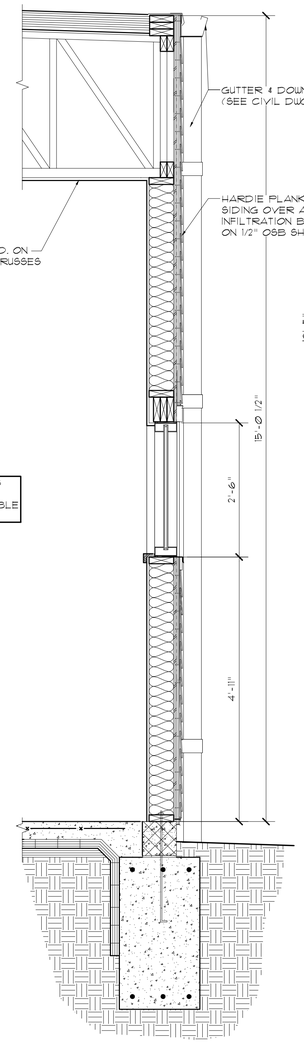
SHEET
A.1

34 GREENFIELD OFFICE

STATE OF MICHIGAN
TIMOTHY JAY FOUGHT
ARCHITECT
No. 1301056975
LICENSED ARCHITECT



5 A.1 EXTERIOR WALL SECTION
SCALE: 3/4"=1'-0"



4 A.1 EXTERIOR WALL SECTION
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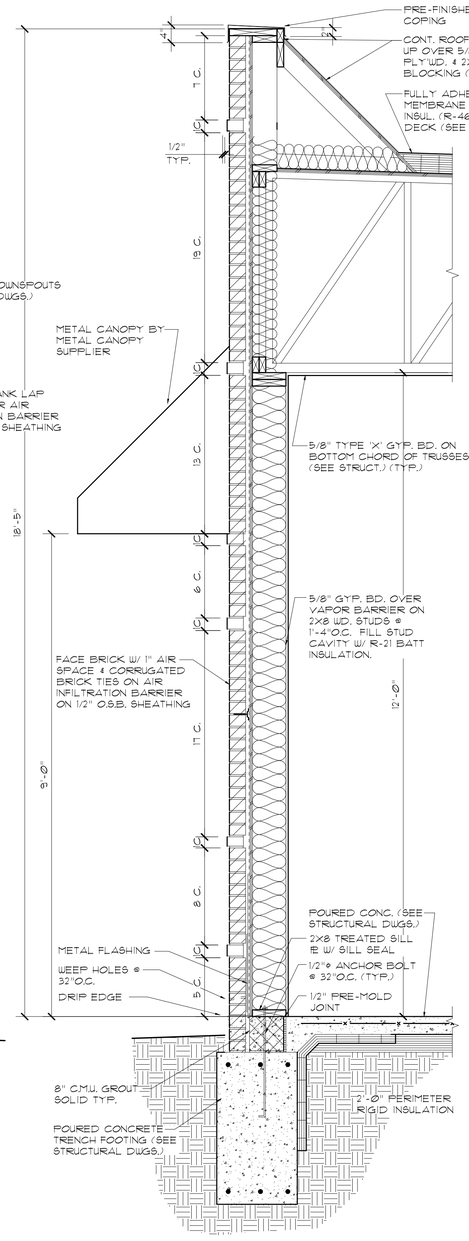
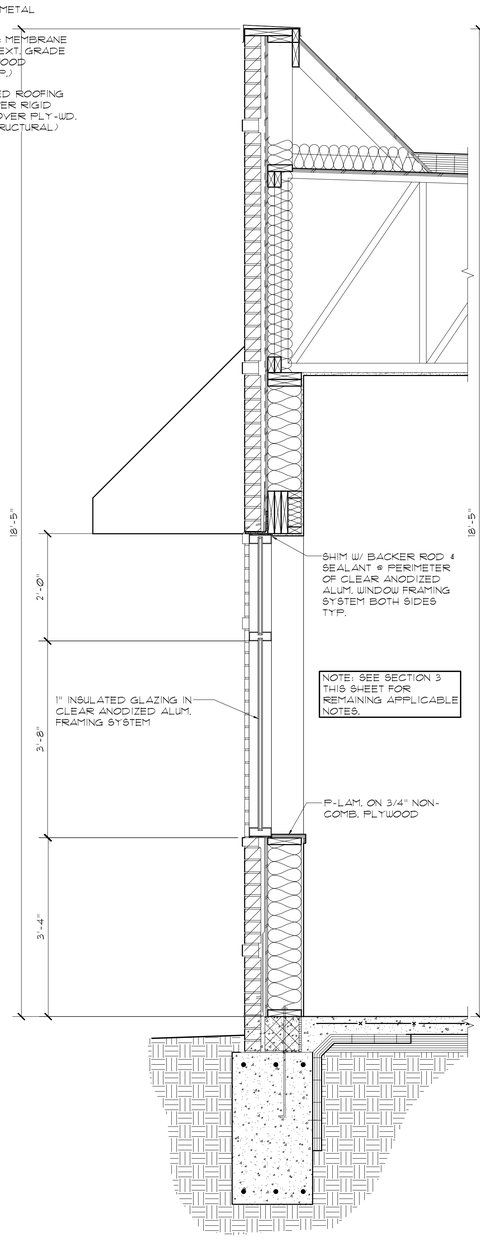
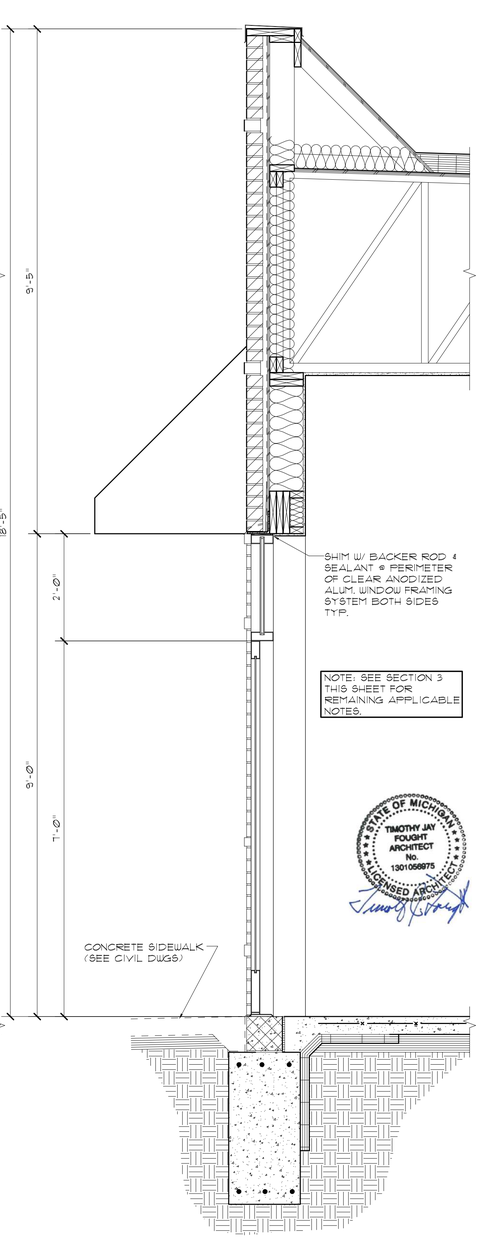


3 A.1 EXTERIOR WALL SECTION
SCALE: 3/4"=1'-0"



2 A.1 EXTERIOR WALL SECTION
SCALE: 3/4"=1'-0"



1 A.1 EXTERIOR WALL SECTION
SCALE: 3/4"=1'-0"

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3462 3478 GREENFIELD RD
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SUBJECT
EXTERIOR WALL SECTIONS

ARCHITECTS
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STATE OF MICHIGAN
TIMOTHY JAY FOUGHT
ARCHITECT
No. 1301056975
LICENSED ARCHITECT

ISSUED:
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CONSTR	

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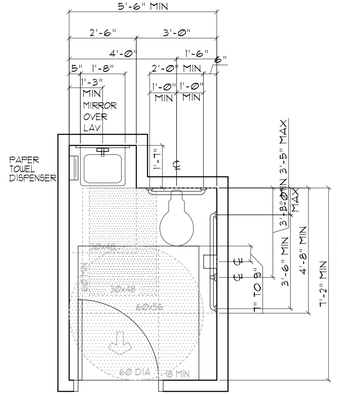
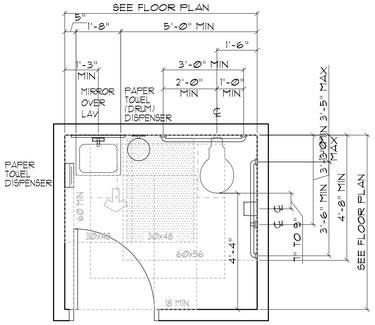
JOB NO.
T2021024

SHEET
A.2



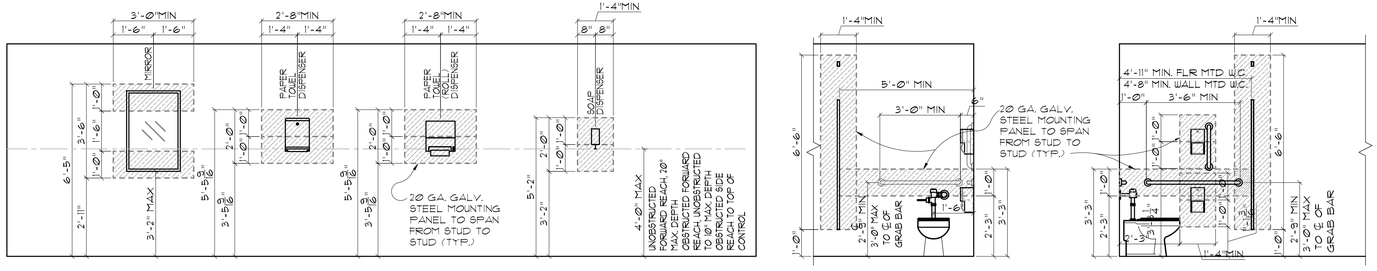
TYP. MINIMUM BF TOILET W/ ALCOVE PLAN

3/8" = 1'-0"



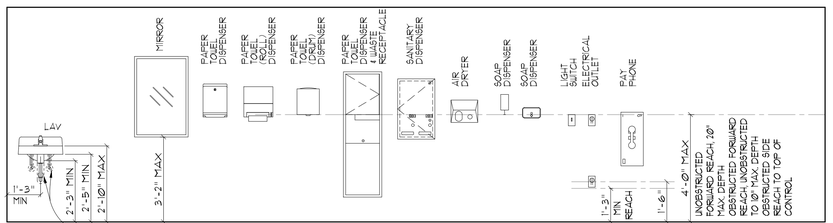
TYP. MINIMUM BF TOILET PLAN

3/8" = 1'-0"



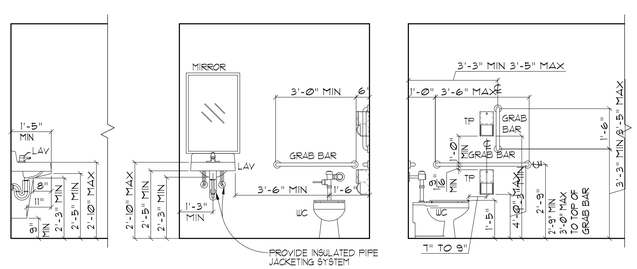
TYP. WALL MOUNTED EQUIPMENT ANCHORAGE ELEVATIONS

3/8" = 1'-0"



TYPICAL BARRIER FREE MOUNTING HEIGHTS

3/8" = 1'-0"

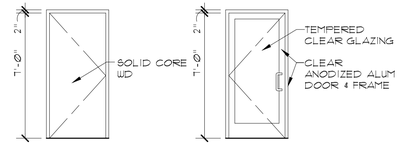


BARRIER FREE TOILET

3/8" = 1'-0"

DOOR SCHEDULE

DOOR NO.		DOOR TYPE	DOOR MAT'L	DOOR FINISH	FRAME MAT'L	FRAME FINISH	HDWR SET	NOTES
100	3'-0"X7'-0"X 1 3/4"	B	ALUM	PRE-FIN.	ALUM	PRE-FIN.	HWS-1	
101	3'-0"X7'-0"X 1 3/4"	A	WD	STAIN	HM	PT	HWS-2	
102	3'-0"X7'-0"X 1 3/4"	B	ALUM	PRE-FIN.	ALUM	PRE-FIN.	HWS-1	
103	3'-0"X7'-0"X 1 3/4"	A	WD	STAIN	HM	PT	HWS-2	
104	3'-0"X7'-0"X 1 3/4"	B	ALUM	PRE-FIN.	ALUM	PRE-FIN.	HWS-1	
105	3'-0"X7'-0"X 1 3/4"	A	WD	STAIN	HM	PT	HWS-2	
106	3'-0"X7'-0"X 1 3/4"	B	ALUM	PRE-FIN.	ALUM	PRE-FIN.	HWS-1	
107	3'-0"X7'-0"X 1 3/4"	A	WD	STAIN	HM	PT	HWS-2	
108	3'-0"X7'-0"X 1 3/4"	B	ALUM	PRE-FIN.	ALUM	PRE-FIN.	HWS-1	
109	3'-0"X7'-0"X 1 3/4"	A	WD	STAIN	HM	PT	HWS-2	
110	3'-0"X7'-0"X 1 3/4"	B	ALUM	PRE-FIN.	ALUM	PRE-FIN.	HWS-1	
111	3'-0"X7'-0"X 1 3/4"	A	WD	STAIN	HM	PT	HWS-2	



DOOR TYPES

GENERAL NOTES:

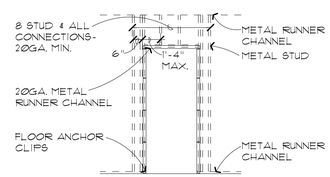
1. CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS AND NOTIFY ARCHITECT IMMEDIATELY IF THAT WHICH EXISTS DIFFERS FROM THAT WHICH IS SHOWN ON DRAWINGS.
2. ALL WORK TO COMPLY WITH CURRENT FEDERAL, STATE AND LOCAL CODES, LAWS AND ORDINANCES. THE REQUIREMENTS OF ICC/ANSI A117.1 AND THE AMERICANS WITH DISABILITIES ACT (ADA) ARE TO BE FULLY SATISFIED. ALL WORK SHALL MEET THE MOST STRINGENT REQUIREMENTS OF BOTH INCLUDING, BUT NOT LIMITED TO CLEARANCES, LIMITATIONS, ACCESSORIES, ETC.
3. THESE DRAWINGS ARE PREPARED IN ACCORDANCE WITH THE LIMITED SERVICES FOR WHICH THE ARCHITECT WAS CONTRACTED. THE ARCHITECT MAKES NO REPRESENTATION THAT THE INTERPRETATION OF THESE DOCUMENTS WILL RESULT IN COMPLETE COMPLIANCE WITH THE ADA.
4. ALL DOORS REQUIRED TO BE LABELED SHALL BE SET IN LABELED FRAMES AND IDENTIFIED WITH UL LABEL AND BE PROVIDED WITH APPROVED SELF-CLOSING DEVICES AND POSITIVE LATCHING HARDWARE.
5. ALL DESIGNATED EXIT DOORS SHALL BE EQUIPPED WITH THE REQUIRED EGRESS HARDWARE.
6. FURNISH HARDWARE AS SCHEDULED WITHOUT SUBSTITUTION, NO ALTERNATES WILL BE APPROVED.
7. PROVIDE PDQ2 CORES1 KEYED TO MASTER SYSTEM. INCLUDE KEY CONFERENCE AND KEY SYSTEM SCHEDULE. FURNISH A KEYED CORE AND TWO CUT KEYS FOR EACH LOCKING DEVICE SPECIFIED. ADDITIONAL PROVIDE 6 MASTER KEYS AND 2 CONTROL KEYS TOTAL.
8. FURNISH AND PROVIDE ALL NECESSARY REINFORCEMENTS, BRACKETS, FASTENERS, SPACERS AND FILLERS TO PROVIDE A COMPLETE FUNCTIONING OPENING.
9. PROVIDE COMPLETE SHOP DRAWINGS, SUBMITTALS AND CUT SHEETS COMPLYING WITH DHI PRESCRIBED METHODS AND VERTICAL FORMAT DOUBLE SPACED HARDWARE SCHEDULE.

HARDWARE SET 1 - DEADBOLT + PUSH PULL BAR (LOCK / UNLOCK) + CLOSER

1 EA.	CONTINUOUS HINGE CG31	689	FBB
1 EA.	DEAD BOLT M9185Ø8 X REQUIRED FACEPLATE, STRIKE & BACKSET	AL	ADAMS RITE
1 SET	LOCK STATUS INDICATOR L1-4Ø89	AL	ADAMS RITE
1 EA.	SIGN (THESE DOORS TO REMAIN UNLOCKED DURING BUSINESS HOURS)	---	ADAMS RITE
1 EA.	INSIDE THUMB TURN 1126Ø7 + COLLAR	26D	FDQ
1 EA.	MORTISE CYLINDER 1530Ø X 1520Ø7-1 FDQ2 X TRIM RING	26D	FDQ
1 EA.	PUSH PULL BAR 1157147 X 4 134 MOUNT AT LOOSE ENDS	32D	DON JO
1 EA.	CLOSER 7101 BC PA X DB REGULAR ARM (FULL SIDE MOUNT)	689	FDQ
1 EA.	FLOOR STOP 1441 -MOUNT AFT OF FOOT TRAFFIC	26D	DON JO
1 EA.	THRESHOLD 52Ø5A	AL	REESE
1 EA.	SWEEP 354A -MOUNT FULL SIDE	AL	REESE
1 SET	WEATHERSTRIP BY DOOR AND FRAME SUPPLIER	AL	DFS

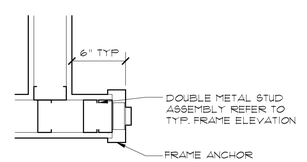
HARDWARE SET 2 - PRIVACY SET (LOCK / UNLOCK) + CLOSER

3 EA.	BUTT HINGE BB81 4 1/2" X 4 1/2"	26D	FBB
1 EA.	PRIVACY SET SD 176 B6N	26D	FDQ
1 EA.	CLOSER 5501 BC PA REGULAR ARM (FULL SIDE MOUNT)	689	FDQ
1 EA.	KICKPLATE 9Ø Ø X 2" LDW B4E	32D	DON JO
2 EA.	HINGE PIN 1512	26D	DON JO



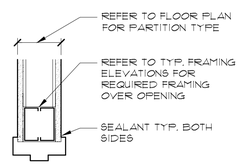
TYPICAL STUD OR WOOD FRAMING @ DOOR OPENING

SCALE: 1/4"=1'-Ø"



4 / A1 DOOR FRAME

SCALE: 3"=1'-Ø"



3 / A1 DOOR HEAD

SCALE: 3"=1'-Ø"

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PROJECT
SPEC OFFICE SPACE
3462 3478 GREENFIELD RD
BERKLEY, MI

SUBJECT
DOOR SCHEDULE & BARRIER FREE MOUNTING HEIGHTS & DETAILS

ARCHITECTS
T. FOUGHT & ASSOCIATES LLC
24045 WOODLAND DR. SOUTHFIELD, MI 48034
(248) 514-7612

STATE OF MICHIGAN
TIMOTHY JAY FOUGHT
ARCHITECT
No. 1301056975
LICENSED ARCHITECT

ISSUED:
BIDS & PERMITS
05/24/2022

DRAWN	T.J.F.
CHECKED	T.J.F.
APPROVED	T.J.F.
BIDS	
CONSTR.	

DO NOT SCALE PRINTS - USE FIGURED DIMENSIONS ONLY

JOB NO.
T2021024

SHEET
A.3

ROUGH CARPENTRY / METAL PLATE CONNECTED WOOD TRUSSES

MPCWT1, IN GENERAL, ANSI/TPI 1 SHALL BE USED FOR THIS WORK. IT IS ASSUMED THAT THE TRUSS MANUFACTURER AND TRUSS DESIGN ENGINEER WILL COMPLY WITH THEIR RESPONSIBILITIES AS DEFINED THEREIN (IN ACCORDANCE WITH SECTION 2.4 OF THE ANSI/TPI 1). HOWEVER, THESE CONTRACT DOCUMENTS SUPERCEDE AND SUPPLEMENT THE REQUIREMENTS THEREIN AND THESE CONTRACT DOCUMENTS AND SHALL BE A BINDING PART OF BUILDING COMPONENT MANUFACTURER'S CONTRACT WITH THE PURCHASER. THE TRUSS MANUFACTURER AND THEIR LICENSED ENGINEER SHALL BE PROVIDED ALL SHEETS FOR THIS WORK AND THESE CONTRACT DOCUMENTS SHALL BE A BINDING PART OF THEIR CONTRACT WITH THE PURCHASER.

MPCWT2, IN ADDITION TO THE ABOVE, THE LICENSED ENGINEER FOR THE METAL PLATE CONNECTED WOOD TRUSS MANUFACTURER IS THE SOLE PARTY RESPONSIBLE FOR THE COMPLIANCE OF THE DESIGN OF THE METAL PLATE CONNECTED WOOD TRUSSES WITH THESE CONTRACT DOCUMENTS AND THE REQUIREMENTS OF THE LOCAL BUILDING CODE AND THE JURISDICTION. SHOULD THERE BE ANOTHER CONTRACT WITH LANGUAGE THAT ASSIGNS DESIGN RESPONSIBILITIES IN CONTRADICTION TO THESE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL ENGAGE THE SERVICES OF A THIRD PARTY LICENSED ENGINEER, REGISTERED IN THE STATE OF MICHIGAN, THAT WILL OVERSEE THE WORK OF THE TRUSS MANUFACTURER AND THEIR LICENSED ENGINEER, AND REVIEW AND APPROVE THE TRUSS DESIGN AND CERTIFY THE DESIGN TO BE CODE COMPLIANT. IF SHOP DRAWINGS ARE SUBMITTED BY A THIRD PARTY LICENSED ENGINEER, REGISTERED IN THE STRUCTURAL ENGINEER OF RECORD WILL ASSUME THAT THERE IS NO CONTRACT IN PLACE THAT SUPERCEDES NOR CONTRADICTS THE REQUIREMENTS OF THESE CONTRACT DOCUMENTS.

MPCWT3, THE METAL PLATE CONNECTED WOOD TRUSS MANUFACTURER AND THEIR LICENSED ENGINEER ARE SOLELY RESPONSIBLE FOR THE ADEQUACY AND PERFORMANCE OF THE SUPERSTRUCTURE AND IS RESPONSIBLE TO DETERMINE ALL DEAD AND CODE-REQUIRED LIVE LOADS (INCLUDING WIND, SEISMIC, AND OTHER ATMOSPHERIC LOADS) THAT ARE TO BE APPLIED TO THE STRUCTURE FOR ITS ORIGINAL DESIGN. THIS INCLUDES, BUT IS NOT LIMITED TO HANG MECHANICALLY AND ELECTRICAL SYSTEMS SUCH AS FANS, LIGHTING, SOUND SYSTEMS, TO NAME THREE, AND HUNG ARCHITECTURAL FEATURES AND SHALL ACCOMMODATE THE LOCALIZED STRESSES THAT MAY GOVERN THE ACTUAL DESIGN OF A COMPONENT.

MPCWT4, THE STRUCTURAL ENGINEER OF RECORD UNDERSTANDS THAT STANDARD DISCLAIMERS EXIST UPON TRUSS DESIGN DRAWINGS THAT THE TRUSS MANUFACTURER NOR THEIR LICENSED ENGINEER ARE ABLE TO EDIT, ANY DISCLAIMER OR WORDING THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF THESE CONTRACT DOCUMENTS WILL BE CROSSED OUT OR OTHERWISE MODIFIED TO TO BECOME COMPLIANT WITH THESE CONTRACT DOCUMENTS.

MPCWT5, ALL PARTIES MUST UNDERSTAND THAT THE LATERAL FORCE RESISTING SYSTEM FOR A BUILDING IS NOT THE PERMANENT BRACING THAT MOST TRUSS MANUFACTURERS SHOW ON THEIR INDIVIDUAL WOOD TRUSSES REQUIRE FOR THEIR INDIVIDUAL STABILITY. THIS STATEMENT IS MADE TO CLARIFY THE TERMINOLOGY OF THE ANSI/TPI WHICH REFERS TO THE LATERAL FORCE RESISTING SYSTEM OF A BUILDING AS PERMANENT BRACING, WHICH MAY BE CONFUSING TO SOME.

MPCWT6, THE TRUSS MANUFACTURER'S LICENSED ENGINEER SHALL BE EXPERIENCED IN THE DESIGN OF WOOD TRUSS STRUCTURES AND LICENSED IN THE STATE OF MICHIGAN, AS REQUIRED BY THE BUILDING CODE AND STATE LAWS. THE ENGINEER SHALL CLOSELY FOLLOW THE DESIGN INTENT OF THE TRUSS ROOF STRUCTURE AS SHOWN IN THE CONTRACT DOCUMENTS. ALL METAL PLATE CONNECTED WOOD TRUSS SHOP DRAWINGS SHALL BE SEALED AND SIGNED FOR SUBMISSION. THIS WILL CONFIRM THAT THE CONTRACTOR'S ENGINEER IS IN COMPLIANCE WITH MICHIGAN LAW, ANY INDICATION THAT THE WORK WILL BE SIGNED AND SEALED AFTER REVIEW A PRELIMINARY REVIEW IMPLIES NON-COMPLIANCE.

MPCWT7, METAL PLATE CONNECTED WOOD TRUSSES SHALL CONFORM TO THE SPECIFICATIONS OF THE TRUSS PLATE INSTITUTE (TPI), AMERICAN FOREST PRODUCTS ASSOCIATION (AFPA) AND NATIONAL DESIGN STANDARD (NDS) SPECIFICATIONS. ALL CONNECTOR PLATES SHALL BE GALVANIZED. LUMBER USED IN TRUSSES SHALL MEET THE REQUIREMENTS OF FRAMING LUMBER NOTED ABOVE. MINIMUM PROPERTIES SHALL BE AS FOLLOWS:

FOR CHORD MEMBERS:
- Fb = 1250 PSI
- Fv = 70 PSI
- E = 1500000 PSI

FOR WEB MEMBERS:
- Fb = 875 PSI
- Fv = 70 PSI
- E = 1400000 PSI

MPCWT8, ROOF TRUSSES AND CONNECTIONS SHALL BE DESIGNED TO SUPPORT THE SUPERIMPOSED LOADS OR FORCES INDICATED ON THE CONTRACT DRAWINGS. THE TRUSS MANUFACTURER SHALL NOT EXCEED THE MAXIMUM TOTAL LOAD DEFLECTION OF L/360 OR 1" MAXIMUM. (THEORETICAL DEFLECTION VALUES SHALL BE ADJUSTED FOR THE EFFECTS OF LONG TERM CREEP PRIOR TO COMPARING TO THE INDICATED ALLOWABLE AND MAXIMUM DEFLECTIONS.)

MPCWT9, METAL PLATE CONNECTED WOOD TRUSS SHALL BE BROUGHT TO BEAR DIRECTLY ABOVE A WALL STUD, CERTAIN (SPECIFICALLY NOTED) LOCATIONS MAY BE SPECIFIED FOR BEARING. THE METAL PLATE CONNECTED WOOD TRUSS MANUFACTURER SHALL NOT SPECIFY ANY TRUSS WHERE THE REQUIRED BEARING DEPTH EXCEEDS THE WIDTH OF THE WALL OR OTHER SUPPORT MEMBER. THE METAL PLATE CONNECTED WOOD TRUSS MANUFACTURER SHALL NOT SPECIFY ANY TRUSS WHERE THE BEARING WIDTH DOES NOT PROVIDE SUFFICIENT AREA AND THE BEARING PRESSURE EXCEEDS THE ALLOWABLE COMPRESSION PERPENDICULAR TO GRAIN OF THE SPECIFIED TOP PLATE (405 PSI FOR HEM-FIR/425 PSI FOR SPF LUMBER)

MPCWT10, CONSTRUCTION PHASE ENGINEERING IS REQUIRED TO SPECIFY THE TEMPORARY AND PERMANENT BRACING SYSTEM FOR THE METAL PLATE CONNECTED WOOD TRUSSES. THE CONTRACTOR SHALL ENGAGE A QUALIFIED ENGINEER EXPERIENCED IN THE DESIGN OF WOOD TRUSS STRUCTURES AND LICENSED IN THE STATE OF MICHIGAN, TO PERFORM THIS WORK. TEMPORARY AND PERMANENT BRACING FOR TRUSS STABILITY SHALL BE ENGINEERED, SIGNED AND SEALED BY THE STRUCTURAL TRUSS DESIGN ENGINEER, REGISTERED IN THE STATE OF MICHIGAN, AND EXPERIENCED IN SUCH WORK. TEMPORARY BRACING SHALL BE AT A MINIMUM FOLLOW ALL GUIDELINES OF THE WOOD TRUSS COUNCIL OF AMERICA'S TPI-1, HANDLING, INSTALLATION AND BRACING OF METAL PLATE CONNECTED WOOD TRUSSES FOR TEMPORARY AND PERMANENT BRACING.

MPCWT11, IF A THIRD PARTY LICENSED ENGINEER IS RETAINED, THE CONTRACTOR'S LICENSED ENGINEER SHALL REVIEW ALL SHOP DRAWINGS PREPARED FOR THE FABRICATION AND ERECTION OF THE METAL PLATE CONNECTED WOOD TRUSSES. THE CONTRACTOR'S LICENSED ENGINEER SHALL VERIFY THAT THE SHOP DRAWINGS MEET WITH THE DESIGN INTENT AND THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND BUILDING CODE. THE CONTRACTOR'S LICENSED ENGINEER SHALL APPLY THEIR "REVIEW STAMP" ON ALL SHOP DRAWINGS TO CONFIRM THIS REVIEW. THE THIRD PARTY ENGINEER SHALL SEAL AND SIGN ALL SHOP DRAWINGS THAT HAVE BEEN PREPARED UNDER THEIR SUPERVISION.

MPCWT12, THE METAL PLATE CONNECTED WOOD TRUSS MANUFACTURER SHALL UNDERSTAND THAT THE REGISTERED DESIGN PROFESSIONAL RESPONSIBLE TO SPECIFY A PERMANENT BRACING SYSTEM MAY NEED TO REQUIRE REVISION TO TRUSS PROFILES TO ATTAIN A CONSISTENT PERMANENT BRACING SYSTEM.

MPCWT13, PROVIDE SIMPSON H3 TIE AT EACH END OF TRUSS.

ROUGH CARPENTRY / DIMENSIONAL AND ENGINEERED LUMBER

RCL1, AT TIMES, CONNECTIONS MAY BE SPECIFIED AS A SIMPSON STRONG TIE BY ITS MODEL NUMBER THEN AN UNDERBAR. THE UNDERBAR INDICATES THE DEPTH OF THE CONNECTION WHICH IS TO MATCH THE NOMINAL DEPTH OF THE MEMBER THE CONNECTION WILL BE ACCEPTING, WHICH IS UNKNOWN, THEREFORE, WHERE A 2x6 MEMBER IS REQUIRED, THE UNDERBAR BECOMES A 6, A 2x8 REQUIRES THE UNDERBAR TO BECOME AN 8, AND SO ON. ALSO, AT TIME, THE ACRONYM SST IS USED, FOLLOWED BY MODEL NUMBER FOR A SIMPSON STRONG TIE CONNECTOR.

RCL2, WOOD FRAMING, FABRICATION, AND INSTALLATION SHALL CONFORM WITH THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE, THE "NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION," AND THE TIMBER CONSTRUCTION MANUAL. SHOULD CONTRACTOR REQUIRE ANY GUIDANCE TO COMPLY WITH THE REQUIREMENTS OF THESE PUBLICATIONS, THEY SHALL RETAIN THE SERVICES OF A LICENSED ENGINEER, REGISTERED IN THE STATE OF MICHIGAN, TO PROVIDE SUCH GUIDANCE. THE LATERAL STABILITY FOR THIS RESIDENCE SHALL BE ATTAIN THROUGH COMPLIANCE WITH THE MICHIGAN RESIDENTIAL CODE 2015, SECTION R602.10. SHOULD CONTRACTOR REQUIRE ANY GUIDANCE TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION, THEY SHALL RETAIN THE SERVICES OF A LICENSED ENGINEER, REGISTERED IN THE STATE OF MICHIGAN, TO PROVIDE SUCH GUIDANCE.

RCL3, ALL LUMBER SHALL COMPLY WITH DOC PS 20, "AMERICAN SOFTWOOD LUMBER STANDARD," AND WITH APPLICABLE GRADE RULES OF INSPECTION AGENCIES CERTIFIED BY ALSC'S BOARD OF REVIEW.

RCL4, ALL FASTENERS SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS FOR MATERIAL AND MANUFACTURE:

RCL4.1, NAILS, WIRE BRADS, AND STAPLES SHALL CONFORM WITH FEDERAL SPECIFICATION FF-N-105.
RCL4.2, WOOD SCREW SHALL CONFORM WITH ASME B18.6.1.
RCL4.3, LAG BOLTS SHALL CONFORM WITH ANSI B18.2.1.
RCL4.4, BOLTS AND THREADED ROD SHALL CONFORM WITH ASTM A307.

RCL5, FRAMING LUMBER 2" THICK OR LESS SHALL BE STRESS RATED OR GRADED FOR THE SPECIES AS SCHEDULED WITH A MOISTURE CONTENT OF NINETEEN PERCENT OR LESS. ALL FRAMING LUMBER SHALL BE SPRUCE-PINE-FIR WITH MINIMUM PROPERTIES SHALL BE AS FOLLOWS:

- Fb = 875 PSI
- Fv = 135 PSI
- E = 1400000 PSI

(SPRUCE-PINE-FIR HAS BEEN SPECIFIED BASED UPON ITS HISTORICAL, DIMENSIONAL STABILITY. THE CONTRACTOR MAY CHOOSE TO PROPOSE AN ALTERNATE MATERIAL FOR USE BUT WILL NEED TO PROVE THE DIMENSIONAL STABILITY OF THAT MATERIAL.)

RCL6, ROOF SHEATHING SHALL BE APA STRUCTURAL 1 RATED PLYWOOD SHEATHING, EXTERIOR OR EXPOSURE 1, CONTINUOUS OVER TWO OR MORE SPANS WITH LONG DIMENSION ACROSS SUPPORTS AND SPAN RATED FOR CONDITIONS AND LOADS INDICATED. FASTEN WITH 16d RING SHANK COMMON NAILS @'-6" ON CENTER AT EDGES OF EACH SHEET AND 1'-0" ON CENTER AT INTERMEDIATE SUPPORTS. STAGGER PANELS. ROOF SHEATHING SHALL BE INSTALLED USING SIMPSON STRONG TIE RSCL PANEL SHEATHING CLIP BETWEEN EACH ROOF SUPPORT MEMBER.

RCL7, WALL SHEATHING SHALL BE APA STRUCTURAL 1 RATED SHEATHING, EXTERIOR OR EXPOSURE 1, CONTINUOUS OVER TWO OR MORE SPANS WITH LONG DIMENSION ACROSS SUPPORTS AND SPAN RATED FOR CONDITIONS AND LOADS INDICATED. FASTEN WITH 16d RING SHANK COMMON NAILS @'-6" ON CENTER AT EDGES OF EACH SHEET AND 1'-0" ON CENTER AT INTERMEDIATE SUPPORTS. STAGGER PANELS.

RCL8, WALL/CEILING GYPSUM BOARD SHALL BE 5/8 INCH THICK. FASTEN WITH 8d COOLER NAILS OR WALLBOARD NAILS @'-6" ON CENTER AT EDGES AND INTERMEDIATE SUPPORTS.

RCL9, GLUED LAMINATED TIMBER (GLULAM) SHALL BE DESIGNED AND FABRICATED IN ACCORDANCE WITH APA H815, OR AS APPROVED BY BUILDING CODE. ADHESIVES SHALL CONFORM TO ASTM D 2559. MINIMUM PROPERTIES SHALL BE AS FOLLOWS:

- Fb = 2,400 PSI
- Fv = 1650 PSI
- E = 1800000 PSI
- Fc = 425 PSI (TENSION OR COMPRESSION FACE)

RCL10, LAMINATED VENEER LUMBER (LVL) SHALL BE LUMBER MANUFACTURED BY LAMINATING WOOD VENEERS IN A CONTINUOUS PRESS USING AN EXTERIOR-TYPE ADHESIVE COMPLYING WITH ASTM D 2559, AND CURED UNDER PRESSURE TO PRODUCE MEMBERS WITH GRAIN OF STRANDS PARALLEL TO THEIR LENGTHS AND COMPLYING WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. MINIMUM PROPERTIES SHALL BE AS FOLLOWS:

- Fb = 2,800 PSI
- Fv = 285 PSI
- E = 1,800,000 PSI

RCL11, ANY DIMENSIONAL DISCREPANCIES THAT MAY EXIST BETWEEN THE SPECIFIED FRAMING SHALL BE ACCOMMODATED BY MASONITE SHIMS. FOR EXAMPLE A 2X12 MAY BE SPECIFIED ALONG WITH 11 7/8" I-JOISTS AND 11 7/8" LVLS, THEREFORE THERE MAY BE UP TO THREE DIFFERENT (ACTUAL) DEPTHS OF LUMBER AND MASONITE SHIMS ARE REQUIRED.

RCL12, UNLESS NOTED OTHERWISE, REFER TO INTERNATIONAL BUILDING CODE TABLE 2304.9.1 FOR MINIMUM NAILING REQUIREMENTS. ALL NAILS SHALL BE COMMON WIRE NAILS.

RCL13, ALL CONNECTIONS FOR FLUSH FRAMING SHALL BE ACCOMPLISHED USING SIMPSON STRONG TIE CONNECTORS. WHERE A SIMPSON STRONG TIE CONNECTOR IS SPECIFIED, PROVIDE THE SPECIFIED CONNECTOR AND INSTALL TO PROVIDE ITS MAXIMUM CAPACITY. SHOULD THE CONTRACTOR WISH TO INSTALL USING "ALTERNATE NAILS," A GREATER CAPACITY CONNECTOR MUST BE PROVIDED SO THAT THE ALTERNATE NAILS CREATE A CONNECTION OF EQUAL OR GREATER CAPACITY. ALTERNATE NAILING MUST BE TESTED AND CAPACITIES DETERMINED BY SIMPSON STRONG TIE SO THAT EQUAL ALTERNATES CAN BE DETERMINED. ARE ½"POTENTIALLY ⅝ ACCEPTABLE AS ALTERNATES? WHERE NO HANGER IS SPECIFIED, THE CONTRACTOR SHALL PROVIDE A CONNECTOR CAPABLE OF SUPPORTING THE CONNECTION AS DETERMINED THROUGH ENGINEERED CALCULATIONS OR BASED UPON THE MAXIMUM ALLOWABLE SHEAR OF A FRAMING MEMBER.

RCL14, WHERE BEARING AND JACK STUDS ARE REQUIRED, THESE WALL STUDS SHALL CONTINUE TO THE FOUNDATION OR BEARING/JACK STUDS SPECIFIED ON FLOORS BELOW, USING THE SPECIFIED QUANTITY AND MATERIAL OF STUDS. WHERE BEARING AND/OR JACK STUDS BEAR UPON JACK AND/OR BEARING STUD FOR A LOUER FLOOR OR A HEADER, THIS OBVIOUSLY SUPERCEDES THE NEED TO BEAR THE BEARING AND/OR JACK STUDS UPON THE HEADER BELOW, A ROOF OR FLOOR TRUSS SPACE EXISTS, THE BEARING AND/OR JACK STUDS SHALL BE PLACED WITHIN THIS SPACE.

RCL15, TYPICALLY, THE REQUIRED QUANTITY OF BEARING STUDS IS SPECIFIED. IN THE ABSENCE OF A SPECIFIED NUMBER OF BEARING STUDS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL BEARING STUDS AS REQUIRED. ADDITIONAL BEARING STUDS SHALL BE PROVIDED TO ASSURE AXIAL STRESSES BECOME NO MORE THAN 300 PSI ON 2x4 BEARING WALLS AND NO MORE THAN 400 PSI ON 2x6 BEARING WALLS. ALTHOUGH NOTED IN DETAIL, OTHERWISE, THE CONTRACTOR'S LICENSED ENGINEER MAY BE ABLE TO INCREASE THE ALLOWABLE AXIAL STRESS BY PERFORMING CALCULATIONS, SEALED, SIGNED, AND SUBMIT TO THE ARCHITECT FOR RECORD, THE BEARING STUDS MAY BE DETERMINED BY MULTIPLYING THE LENGTH OF THE HEADER BY THE ABOVE INDICATED Fv, THIS FORCE MAY BE REDUCED BY ONE-THIRD FOR DIMENSIONAL LUMBER. THE ENGINEER OF RECORD WOULD BE PLEASED TO ACCEPT ANY INQUIRY WHERE A QUANTITY OF BEARING STUDS HAS NOT BEEN SPECIFIED BY THE BUILDING CODE OR THE CONTRACT DOCUMENTS.

RCL16, HOLES IN WALL STUDS SHALL NOT EXCEED ONE INCH IN DIAMETER, AND SHALL BE IN THE MIDDLE ONE-THIRD OF THE STUD. HOLES IN JOISTS, RAFTERS, OR GIRDERS SHALL NOT EXCEED TWO INCHES IN DIAMETER, AND SHALL BE IN THE MIDDLE ONE-THIRD OF THE MEMBER (ALONG ITS DEPTH AND LENGTH. DO NOT NOTCH FLOOR OR WALL MEMBERS WITHIN THE SPAN OR AT CONNECTIONS UNLESS OTHERWISE SHOWN.

RCL17, UNLESS NOTED OTHERWISE, DO NOT COUNTERSINK BOLTS OR FASTENERS INTO WOOD. PROVIDE WASHERS WITH BOLTS THAT ARE A MINIMUM OF TWO TIMES THE DIAMETER OF THE BOLT.

RCL18, LATERAL STABILITY FOR COMMERCIAL CONSTRUCTION IS SPECIFIED WITHIN THE BUILDING CODE. THE CONTRACTOR SHALL PROVIDE ONE OF THE BRACED WALL SYSTEMS (WITHIN SECTION 2308.9, WALL FRAMING) FOR THE FACILITY. IN THE EVENT THAT THE ARCHITECTURAL PLAN REQUIREMENTS PROHIBIT THE USE OF ANY OF THESE SYSTEMS, THE CONTRACTORS LICENSED ENGINEER SHALL PROVIDE GUIDANCE TO OBTAIN LATERAL STABILITY.

RCL19, PRESSURE TREAT SILL PLATES WITH WATERBORNE PRESERVATIVES TO A MINIMUM RETENTION OF 0.40 PCF. AFTER TREATMENT, KILN-DRY LUMBER TO A MAXIMUM MOISTURE CONTENT OF NINETEEN PERCENT.

RCL20, WHEN TREATED LUMBER IS IN CONTACT WITH STEEL (BOLTS, NAILS, FASTENERS, HANGERS, ETC.), STEEL SHALL BE G-185 GALVANIZED OR STAINLESS. DIMENSIONAL LUMBER BOLTED TO STEEL BEAMS AND COLUMNS SHALL BE INTREATED, OR PROTECTIVE COATINGS EQUIVALENT TO G-185 SHALL BE APPLIED TO THE STEEL.

RCL21, PROVIDE LUMBER TREATED WITH WOOD-PRESERVATIVE-TREATING MATERIAL OF ONE OF THE FOLLOWING ACCEPTABLE PRODUCTS BY THE NOTED MANUFACTURERS:
ACQ-PRESERVE, J.H. BAXTER AND COMPANY
ACQ-PRESERVE, CHEMICAL SPECIALTIES, INC.
WOLMANIZED, ARCH WOOD PROTECTION INC.
CCA, HOOVER TREATED WOOD PRODUCTS, INC.
NATURE WOOD, OSMOSE WOOD PRESERVING, INC.

CONSULT THE MANUFACTURER OF THE CHOSEN TREATMENT FOR MATERIAL AND FINISH REQUIREMENTS FOR FASTENING OF, AND TO, THIS PRODUCT.

STRUCTURAL STEEL

STL1, SHOP DETAILS, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE REQUIREMENTS OF AISC "SPECIFICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES", AND AISC "DETAILING FOR STEEL CONSTRUCTION".

STL2, SUBSTITUTION: SIZES MAY BE SUBSTITUTED, SUBMIT REQUEST(S) REQUEST FOR SUBSTITUTION AND STRUCTURAL ENGINEER OF RECORD WILL CONSIDER AND DETERMINE IF SUBSTITUTION CAN BE TOLERATED.

STL3, STRUCTURAL STEEL SHALL CONFORM TO THE YIELD STRENGTH (FY) LISTED BELOW:

STL3.1, WIDE FLANGE SHAPES, ASTM A992, 50 KSI
STL3.2, RECTANGULAR HOLLOW STRUCTURAL SHAPES, ASTM A500, GRADE B, 46 KSI
STL3.3, CIRCULAR HOLLOW STRUCTURAL SHAPES, ASTM A500, GRADE B, 42 KSI
STL3.4, BASE PLATES(WHERE SPECIFIED AS SUCH, ASTM A572, 50 KSI
STL3.5, ALL OTHER PLATES AND SHAPES, ASTM A36, 36 KSI

STL4, ANCHOR RODS SHALL CONFORM TO ASTM F1554, U.N.

STL5, BOLTS SHALL CONFORM TO ASTM F3125/A325, U.N., HEAVY HEX NUTS TO ASTM A563C, AND WASHERS TO ASTM F436 WASHERS, ROUND, TYPE 1.

STL6, ALL WELDING SHALL BE DONE WITH APPROPRIATE E70 SERIES ELECTRODES COMPATIBLE WITH THE NEW AND EXISTING STEEL AND SHALL CONFORM TO THE REQUIREMENTS OF THE "CODE FOR WELDING IN BUILDING CONSTRUCTION" OF THE AMERICAN WELDING SOCIETY.

STL7, REFER TO ARCHITECTURAL CONTRACT DOCUMENTS, AND CONTRACT DOCUMENTS FROM OTHER DISCIPLINES, FOR STEEL PLATES, ANGLES, ETC., ATTACHED TO BEAMS, FRAMES, ETC., FOR SUPPORT OF FASCIA AND OTHER CONSTRUCTION.

STL8, NO FIELD MODIFICATION TO THE FABRICATED MEMBER OR CONNECTION IS ALLOWED WITHOUT SIGNED AND SEALED, TO SCALE SKETCHES PREPARED UNDER THE DIRECT SUPERVISION OF THE CONTRACTOR'S LICENSED STRUCTURAL ENGINEER.

CONCRETE

CONC1, CONCRETE (NORMAL WEIGHT) FOR FOUNDATIONS, UNLESS OTHERWISE NOTED ON DRAWING, SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH PER THE FOLLOWING CONCRETE MIX GUIDELINES SECTION AT 28 DAYS. ALL CONCRETE FOR THE WORK SHALL BE PLACED WITH SIX PERCENT (PLUS OR MINUS ONE PERCENT) AIR ENTRAINED WITHIN THE CONCRETE. CONCRETE PLACED DURING "WINTER" MUST BE PROTECTED FROM FREEZING.

CONC2, CONCRETE BAR REINFORCEMENT SHALL BE NEW BILLET STEEL CONFORMING TO ASTM A615 (60,000 PSI YIELD). WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185 AND SHALL BE FURNISHED AND PLACED IN FLAT SHEETS. CONCRETE BAR REINFORCEMENT FOR WELDED REINFORCEMENT CONNECTIONS SHALL CONFORM TO ASTM A706. ALL ASTM STANDARDS SHALL BE LATEST EDITION.

CONC3, UNLESS OTHERWISE NOTED, CONCRETE CONSTRUCTION SHALL CONFORM TO THE FOLLOWING AMERICAN CONCRETE INSTITUTE (ACI) STANDARDS, AMERICAN STANDARDS FOR TESTING AND MATERIALS (ASTM) STANDARDS, AMERICAN WELDING SOCIETY (AWS) STANDARDS, AND CONCRETE REINFORCING STEEL INSTITUTE (CRSI) STANDARDS:

ACI 121 - "QUALITY ASSURANCE SYSTEMS FOR CONCRETE CONSTRUCTION"
ACI 211 - "STANDARD PRACTICE FOR SELECTING PROPORTIONS FOR CONCRETE"
ACI 301 - "SPECIFICATIONS FOR STRUCTURAL CONCRETE BUILDINGS
ACI 302 - "GUIDE FOR CONCRETE FLOOR AND SLAB CONSTRUCTION"
ACI 304 - "GUIDE FOR MEASURING, MIXING, TRANSPORTING AND PLACING CONCRETE.
ACI 304.2 - "PLACING CONCRETE BY PUMPING METHODS"
ACI 305 - "HOT WEATHER CONCRETING"
ACI 306 - "COLD WEATHER CONCRETING"
ACI 309 - "GUIDE FOR CONSOLIDATING CONCRETE"
ACI 315 - "DETAILS AND DETAILING OF CONCRETE REINFORCING"
ACI 318 - "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE"
ACI 347 - "RECOMMENDED PRACTICE FOR CONCRETE FORMWORK"
ACI 5032 - "STANDARD SPECIFICATION FOR BONDING PLASTIC CONCRETE TO HARDENED CONCRETE WITH A MULTI-COMPONENT EPOXY ADHESIVE"
ACI SP-15 - "FIELD REFERENCE MANUAL" WHICH INCLUDES ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS"
ACI SP-66 - "ACI DETAILING MANUAL"
ASTM C227 - "TEST METHOD FOR POTENTIAL ALKALI REACTIVITY OF CEMENT-AGGREGATE COMBINATIONS"
AWS D1.4 - "STRUCTURAL WELDING CODE REINFORCING"
CRSI (DA4) - "MANUAL OF STANDARD PRACTICE"
CRSI (PI) - "PLACING REINFORCING BARS"

CONC4, BY SUBMITTING CONCRETE MIX DESIGNS AND/OR PROPORTIONS PREPARED BY THEIR SUPPLIER, THE CONTRACTOR CERTIFIES THAT THEY HAVE REVIEWED AND APPROVED SAME AND THAT THEY DEEM THE CONCRETE WORKABLE AND THAT THE MIX PROPORTIONS HAVE LED TO SUCCESSFUL RESULTS, STRENGTH AND FINISH, IN THEIR PAST EXPERIENCE. MIX DESIGNS SHALL BE SUBMIT TO THE ARCHITECT WITH RECENT HISTORICAL DATA (DATA FROM THE PAST TUENTY-FOUR MONTHS) OR WITH THE RESULTS FROM THE TUENTY-EIGHT DAY TRIAL MIXTURES RUN FOR THE PROJECT, (THESE ARE THE MINIMUM REQUIREMENTS SET FORTH BY THE AMERICAN CONCRETE INSTITUTE.) DUE OF THE FACT THAT THE CONCRETE CONTRACTOR AND THEIR CHOSEN CONCRETE SUPPLIER ARE THE SOLE PARTIES RESPONSIBLE FOR CONCRETE STRENGTH, AND THAT TYPICALLY, MIX PROPORTIONS ARE SUBMITTED BY THE SUPPLIER, IN ADVANCE, THE CONTRACTOR AND CONCRETE SUPPLIER MAY CHOOSE TO SUBMIT TYPICAL MIX PROPORTIONS FOR REVIEW, BY SUBMITTING MIX PROPORTIONS, THE CONTRACTOR AND CONCRETE SUPPLIER ACCEPT THE FACT THAT THEY MAY BE REQUIRED TO PERFORM TRIAL MIXTURES AND TESTING PRIOR TO PLACEMENT WITHOUT THE ACI REQUIRED MIX DESIGN. IS DONE AT THE CONTRACTORS OWN RISK AND VOLITION. CONCRETE WITH INADEQUATE STRENGTH OR OTHER SPECIFIED PROPERTIES MAY NEED TO BE REMOVED AND REPLACED AT NO COST TO THE OWNER. THE PROPORTIONS WILL BE REVIEWED AGAINST HISTORICAL DATA (AVAILABLE TO US) AND OTHER INDUSTRY STANDARDS, GUIDELINES, AND BEST PRACTICES. FOR THE WORK, RECOMMENDATIONS FOR ANY NECESSARY ADDITIONAL INVESTIGATION(S) REQUIRED TO ADDRESS AND ELIMINATE THE NOTED CONCERNS. TOO, SHALL ACCOMPANY THE GEOTECHNICAL INSPECTION PROPOSAL FOR THE WORK. ANY COSTS ASSOCIATED WITH THE ADDITIONAL INVESTIGATION(S) SHALL BE INDICATED WITHIN THE PROPOSAL FOR WORK.

CONC5, POZZOLANIC MATERIAL SUCH AS FLY ASH AND GROUND, GRANULATED BLAST FURNACE SLAG (GGBFS) MAY NOT BE ADDED TO ANY CONCRETE THAT MAY BE EXPOSED TO FREEZE WITHOUT THE APPROVAL OF THE ARCHITECT. THIS APPROVAL MAY REQUIRE A MOCK-UP. IF THE USE OF FLY ASH AND GGBFS IS DESIRED TO BE USED IN CONCRETE FOR THE PROJECT, THE FOLLOWING SHALL APPLY:

CONC5.1, PROVIDE FLY ASH PER ASTM C618, TYPE C OR F. VERIFY THERE IS NO POTENTIAL ALKALI INTERACTION WITH PROPOSED AGGREGATES. IF POTENTIAL EXISTS, DO NOT USE FLY ASH OR USE A NON-REACTIVE AGGREGATE.
CONC5.2, PROVIDE GROUND, GRANULATED BLAST FURNACE SLAG PER ASTM C989, GRADE 100 OR BETTER.
CONC5.3, CONCRETE SHALL NOT CONTAIN MORE THAN TUENTY-FIVE PERCENT FLY ASH, BY WEIGHT, FOR TOTAL CEMENTITIOUS MATERIALS.
CONC5.4, CONCRETE SHALL NOT CONTAIN MORE THAN FORTY PERCENT GGBFS, BY WEIGHT, FOR TOTAL CEMENT AND POZZOLANIC MATERIAL.
CONC5.5, THE QUANTITY OF FLY ASH AND GGBFS MAY NOT EXCEED FIFTY PERCENT, TOTAL, AND SHALL BE PROVIDED IN EQUAL AMOUNTS.

CONC6, MINIMUM CONCRETE COVER SHALL BE (UNLESS OTHERWISE NOTED):

CONC6.1, UNFORMED SURFACES IN CONTACT WITH GROUND (FOOTING BOTTOMS,) THREE INCHES.
CONC6.2, SLABS ON GRADE, ONE INCH FROM TOP.
CONC6.3, FORMED SURFACES IN CONTACT WITH GROUND OR EXPOSED TO THE WEATHER (PIERS, WALLS, ETC.), TUO INCHES.
CONC6.4, NOTE: MAXIMUM DEVIATION FROM THESE REQUIREMENTS SHALL BE PLUS ONE-QUARTER INCH FOR SECTIONS TEN INCHES OR LESS AND PLUS ONE-HALF INCH FOR SECTIONS OVER TEN INCHES THICK.

CONC7, A POTENTIAL SLAB ON GRADE JOINTING PATTERN HAS BEEN SHOWN ON THE FOUNDATION PLAN. SHOULD THE CONTRACTOR AND OUNER WISH, ALTERNATE JOINTING PATTERNS MAY BE PROPOSED AND SHALL CONFORM WITH THE FOLLOWING. ALL SLABS ON GRADE SHALL HAVE CONTRACTION CONSTRUCTION JOINTS AT A MAXIMUM SPACING OF 14 TIMES THE SLAB THICKNESS (SPACING NEED NOT BE LESS THAN 10'-0") EACH WAY, EXCEPT AS NOTED ON THE CONTRACT DOCUMENTS. MAINTAIN AN ASPECT RATIO OF NOT MORE THAN 1.5. REGARDLESS OF JOINT PATTERN, PROVIDE JOINTS AT ALL RE-ENTRANT CORNERS. WHERE THERE IS FLOORING MATERIALS, SUCH AS TILE, AND WITH CHANGES IN FLOOR FINISH MATERIAL. REFER TO DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION REGARDING SLAB JOINTS.

CONC8, SIZES OF CONCRETE PLACEMENTS SHALL NOT EXCEED THE FOLLOWING UNLESS OTHERWISE INDICATED ON THE PLANS:

CONC8.1, WALLS AND CONTINUOUS WALL FOOTINGS - ONE HUNDRED FEET MAXIMUM LENGTH.
CONC8.2, SLABS ON GRADE - PLACE IN ALTERNATING STRIP FASHION (CONSTRUCTION JOINTS ARE SHOUN ON PLAN.
CONC8.3, SUPPORTED SLABS - PLACE IN SECTIONS, MAXIMUM AREA 6,000 SQUARE FEET, MAXIMUM LENGTH ONE HUNDRED FEET (ALL

CONSTRUCTION PHASE ENGINEERING/PERFORMANCE SPECIFIED PORTIONS OF WORK

CPE1. ALL SUBMITTALS DURING CONSTRUCTION PHASE ENGINEER SHALL BE CONSIDERED A DEFERRED SUBMITTAL. EACH LICENSED, CONSTRUCTION PHASE ENGINEER SHALL, UPON REQUEST OF THE LOCAL BUILDING CODE OFFICIAL, OWNER, ARCHITECT OR ENGINEER, BE PREPARED TO SUBMIT THEIR WORK FOR THE APPROVAL OF THE LOCAL BUILDING CODE OFFICIAL. IT SHALL NOT BE MISCONSTRUED THAT, SHOULD THE LOCAL BUILDING CODE OFFICIAL NOT REQUEST A REVIEW OF THE WORK OF THE LICENSED CONSTRUCTION PHASE ENGINEER, THAT ANY PROFESSIONAL LIABILITY FOR THE WORK DOES NOT APPLY. NOT ALL LOCAL BUILDING CODE OFFICIALS CHOOSE TO REVIEW ALL CONTRACT DOCUMENTS AND/OR DEFERRED SUBMITTALS.

CPE2. PORTIONS OF WORK FOR ITEMS SUCH AS "STOREFRONTS" AND CURTAINWALL SYSTEMS AND THEIR ATTACHMENT TO THE STRUCTURE, WINDOWS AND DOORS AND THEIR ATTACHMENT TO THE STRUCTURE, STEEL STAIRS, LADDERS, AND/OR HANDRAIL/GUARDRAIL SYSTEMS AND THEIR ATTACHMENT TO THE STRUCTURE, STRUCTURAL STEEL JOISTS, METAL PLATE CONNECTED WOOD TRUSSES, PRECAST CONCRETE HOLLOWCORE PLANK, COLD-FORMED STEEL FRAMING AND SHAFT WALLS AND THEIR ATTACHMENT TO THE STRUCTURE, ATTACHMENT OF ANY/ALL WALL SYSTEM TO THE STRUCTURES, INSULATED METAL PANEL WALL SYSTEMS AND ITS ATTACHMENT TO THE STRUCTURE, EXTERIOR INSULATED FACADE SYSTEMS AND ITS ATTACHMENT TO THE STRUCTURE, AND ANY DESIRED ALTERNATES TO THE REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS (TO NAME A FEW ITEMS) REQUIRE ENGINEERING AFTER CONTRACT AWARD AND SHALL BE DOCUMENTED "PERFORMANCE SPECIFIED" PORTIONS OF WORK. SUCH WORK REQUIRES A LICENSED STRUCTURAL ENGINEER TO PERFORM CALCULATIONS AND OVERSEE THE PREPARATION OF SHOP DRAWINGS TO COMPLETE THE SPECIFIED DESIGN.

CPE3. BY SUBMITTING SHOP DRAWINGS, THE MATERIAL/BUILDING COMPONENT SUPPLIER AND/OR INSTALLER (AS GENERAL DISCUSSED IN NOTE CPE1) ATTESTS THAT THEIR LICENSED ENGINEER HAS HAD FULL OVERSIGHT ON THE PROJECT, FROM THE DAY THE CONTRACT DOCUMENTS WERE FIRST PROVIDED TO THE BUILDING COMPONENT MANUFACTURER. FURTHER, THE MATERIAL/BUILDING COMPONENT SUPPLIER AND/OR INSTALLER (AS GENERAL DISCUSSED IN NOTE CPE1) ATTESTS THAT THEIR LICENSED ENGINEER HAS BEEN PROVIDED ALL CONTRACT DOCUMENTS AND HAS COMPLIED WITH SAME. IN ADDITION, ANY SUB-CONTRACTUAL AGREEMENT THAT CONTRADICTS THE REQUIREMENTS OF THESE CONTRACT DOCUMENTS AND LIMITS THE LIABILITY, IN ANY WAY, OF THE LICENSED ENGINEER FOR THE MATERIAL/BUILDING COMPONENT SUPPLIER AND/OR INSTALLER (AS GENERAL DISCUSSED IN NOTE CPE2), THE ENTIRE SUB-CONTRACTUAL AGREEMENT BECOMES NULL AND VOID AND THE REQUIREMENTS OF THESE CONTRACT DOCUMENTS SHALL GOVERN.

CPE4. IF ANY LICENSED ENGINEER FOR A MATERIAL/BUILDING COMPONENT SUPPLIER AND/OR INSTALLER (AS GENERAL DISCUSSED IN NOTE CPE2) CHOOSES TO SUBMIT ANY SHOP DRAWING WITHOUT A SIGNATURE AND SEAL, IT SHALL NOT BE MISCONSTRUED AS RELIEF FROM ANY REQUIREMENT OF THESE CONTRACT DOCUMENTS. REVIEW OF SHOP DRAWINGS THAT HAVE NOT BEEN SIGNED AND SEALED WILL BE PERFORMED AS A COURTESY UNDER THE ASSUMPTION THAT THE LICENSED ENGINEER FOR THE MATERIAL/BUILDING COMPONENT SUPPLIER AND/OR INSTALLER (AS GENERAL DISCUSSED IN NOTE CPE2) HAS, IN EVERY OTHER WAY, ACCEPTED FULLY THE REQUIREMENTS OF THESE CONTRACT DOCUMENTS AND WILL, AS REQUIRED BY LAW, SUBMIT THE SIGNED AND SEALED SHOP DRAWINGS, FOR THE APPROVAL OF THE LOCAL BUILDING CODE OFFICIAL, AS A DEFERRED SUBMITTAL.

CPE5. THE LICENSED STRUCTURAL ENGINEER FOR THESE PORTIONS OF WORK IS REQUESTED TO DETERMINE CODE REQUIRED LOADS, AND LOAD COMBINATIONS, AS REQUIRED FOR THEIR PORTION OF WORK. NOTE THAT THE MINIMUM REQUIREMENTS OF THE BUILDING CODE ARE JUST THAT, MINIMUM REQUIREMENTS. THESE CONTRACT DOCUMENTS SPECIFY (OR CLARIFY) OUR (EXPERIENCE BASED) RECOMMENDATIONS FOR MINIMUM REQUIREMENTS TO BE USED FOR THIS WORK.

CPE6. IT IS ASSUMED THAT THE LICENSED STRUCTURAL ENGINEER CARRIES FULL PROFESSIONAL LIABILITY COVERAGE IN THE AMOUNT OF ONE MILLION DOLLARS PER CLAIM AND AN AGGREGATE OF TWO MILLION DOLLARS.

CPE7. THE LICENSED STRUCTURAL ENGINEER FOR THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE ADEQUACY OF THE PORTION OF WORK HE/SHE IS PERFORMING. THE LICENSED STRUCTURAL ENGINEER FOR THE CONTRACTOR SHALL PREPARE, OR OVERSEE THE PREPARATION OF, ALL ENGINEERING CALCULATIONS, REVIEW ALL SHOP DRAWINGS, AND CERTIFY THAT THE WORK HAS BEEN FABRICATED AND INSTALLED PER HIS/HER DESIGN INTENT AND THE DESIGN INTENT OF THESE CONTRACT DOCUMENTS.

CPE7.1. CALCULATIONS SHALL BE PREPARED AND MAY BE REQUESTED SUBMIT, SEALED AND SIGNED, FOR REVIEW, ANY INFORMATION THAT THEY HAVE BEEN RESPONSIBLE FOR. ANY CALCULATIONS SUBMIT WITHOUT REQUEST WILL NOT BE REVIEWED FOR ANY REASON.

CPE7.2. ALL SHOP DRAWINGS SHALL BE REVIEWED BY THE LICENSED STRUCTURAL ENGINEER FOR THE CONTRACTOR PRIOR TO THEIR SUBMISSION TO THE ARCHITECT FOR REVIEW. THE LICENSED STRUCTURAL ENGINEER FOR THE CONTRACTOR MAY CHOOSE SEAL AND SIGN THE SHOP DRAWINGS OR AFFIX A "REVIEW STAMP" TO THEM INDICATING THE SHOP DRAWINGS WERE REVIEWED AND MET WITH THEIR DESIGN CRITERIA. REVIEW COMMENTS BY THE LICENSED STRUCTURAL ENGINEER FOR THE CONTRACTOR, WHILE ENCOURAGED, SHOULD BE MINIMAL FOR THE SHOP DRAWINGS SUBMIT TO THE ARCHITECT FOR REVIEW (IN OTHER WORDS, IF THE LICENSED STRUCTURAL ENGINEER HAS MADE MANY REVIEW COMMENTS, THE SHOP DRAWINGS SHALL BE RETURNED TO THE CONTRACTOR FOR REVISION PRIOR TO SUBMITTING THEM TO THE ARCHITECT FOR REVIEW.)

CPE7.3. THE LICENSED STRUCTURAL ENGINEER FOR THE CONTRACTOR IS RESPONSIBLE FOR ALL FIELD INQUIRIES MADE BY HIS/HER CONTRACTOR. THIS MAY INCLUDE INVESTIGATION OF INQUIRIES THAT ARE THE RESULT OF DIFFICULTIES CREATED BY HIS/HER, OR ANOTHER, CONTRACTOR. THIS MAY INCLUDE INVESTIGATION OF INQUIRIES FROM OTHER CONTRACTORS THAT ARE THE RESULT OF DIFFICULTIES CREATED BY HIS/HER CONTRACTOR.

CPE7.4. THE LICENSED STRUCTURAL ENGINEER FOR THE CONTRACTOR SHALL BE PREPARED TO, UPON REQUEST, VISIT THE SITE TO CONFIRM THE WORK HAS BEEN SATISFACTORILY PERFORMED PER HIS/HER DESIGN INTENT, UPON COMPLETION OF THE WORK. (THE LICENSED STRUCTURAL ENGINEER FOR THE CONTRACTOR MAY NEED TO PERFORM ADDITIONAL CALCULATIONS TO VERIFY THE ADEQUACY OF THE AS-BUILT WORK. THE LICENSED STRUCTURAL ENGINEER MAY NEED TO REQUIRE THE CONTRACTOR TO REMEDY ANY WORK HE/SHE MAY DEEM INSUFFICIENT.) THE LICENSED STRUCTURAL ENGINEER FOR THE CONTRACTOR SHALL PREPARE AND SUBMIT A SEALED AND SIGNED LETTER CERTIFYING THAT PORTION OF WORK HAS BEEN DESIGNED PER THE MINIMUM REQUIREMENTS OF THE BUILDING CODE AND THE INSTALLATION MEETS WITH SAID REQUIREMENTS AND THEIR DESIGN INTENT.

CPE8. IF IT APPEARS THAT THE LICENSED ENGINEER FOR THE CONTRACTOR IS NOT FAMILIAR WITH EXISTING CONDITIONS, HE/SHE SHALL BE PREPARED TO, UPON REQUEST, VISIT THE SITE PRIOR TO A SECOND REVIEW OF SHOP DRAWINGS.

CPE9. THE LICENSED ENGINEER FOR A CONTRACTOR SHALL NOT SPECIFY ANY BUILDING COMPONENT THAT WILL OVERSTRESS ANY OTHER PORTION OF THE BUILDING, TWO EXAMPLES FOLLOW:

CPE9.1 THE LICENSED STRUCTURAL ENGINEER FOR THE WOOD TRUSS SUPPLIER SHALL NOT SPECIFY A BEARING CONNECTION THAT WILL OVERSTRESS THE TOP PLATES PROVIDED. THE LICENSED ENGINEER SHALL SPECIFY SUFFICIENT BEARING LENGTH AND WIDTH SUCH THAT THE PLATES PROVIDED ARE NOT OVERSTRESSED.

CPE10. OTHER PORTIONS OF WORK SHOWN ARCHITECTURALLY AND NOT INCLUDED WITHIN THE STRUCTURAL CONTRACT DOCUMENTS ARE SUBJECT TO THESE GENERAL REQUIREMENTS FOR PERFORMANCE SPECIFIED WORK. WHEN IN DOUBT DURING BIDDING, A CONTRACTOR SHOULD ASSUME A LICENSED STRUCTURAL ENGINEER IS REQUIRED AND INCLUDE SUCH COSTS, AS AN ALTERNATE, WITH THEIR BID. WHEN IN DOUBT DURING CONSTRUCTION, THE CONTRACTOR SHOULD MAKE AN INQUIRY WITH ARCHITECT THROUGH THE GENERAL CONTRACTOR FOR CLARIFICATION. THIS INQUIRY COULD SAVE THE CONTRACTOR MUCH RE-WORK IF IT IS DETERMINED THAT A PORTION OF WORK IS TO BE OVERSEEN BY A LICENSED STRUCTURAL ENGINEER.

MISCELLANEOUS

MISC1. STRUCTURAL CONTRACT DOCUMENTS SHOW SOME ARCHITECTURAL INFORMATION WHICH IS SHOWN FOR REFERENCE ONLY. ANY DISSIMILARITY WITH FINAL ARCHITECTURAL CONTRACT DOCUMENTS SHALL BE ASSUMED UNINTENTIONAL. HOWEVER, THE CONTRACTOR SHOULD VERIFY INTENT WITH ARCHITECT PRIOR TO STARTING ANY WORK. SOME INFORMATION IN STRUCTURAL SECTIONS IS NOT DRAWN TO SCALE.

MISC2. THE INFORMATION CONTAINED WITHIN THESE CONTRACT DOCUMENTS REPRESENTS INTELLECTUAL PROPERTY THAT HAS PROVIDED AS A PROFESSIONAL SERVICE FOR THE SPECIFIC USE TO DESCRIBE THE REQUIREMENTS FOR THIS PROJECT. REPRODUCTION, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED.

MISC3. ALL WORK SHALL COMPLY WITH FEDERAL, STATE, AND LOCAL CODES.

MISC4. THESE STRUCTURAL CONTRACT DOCUMENTS PROVIDE THE REQUIREMENTS FOR A BUILDING CODE COMPLIANT STRUCTURE. ALL SUB CONTRACTORS SHALL REVIEW THE CONTRACT DOCUMENTS FOR POTENTIAL CONCERNS REGARDING CONSTRUCTION "MEANS AND METHODS" REQUIREMENTS, ET AL, AND NOTIFY THE ARCHITECT WITH THEIR PROPOSAL FOR WORK OF ANY POTENTIAL AFFECT TO THE COST FOR THEIR WORK. PROJECT SAFETY AND COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. SHOULD THE CONTRACTOR FAIL TO NOTIFY THE ARCHITECT OF ANY SUCH CONCERNS, THESE CONCERNS WILL BE ASSUMED TO BE MINIMAL AND ACCOMMODATED WITHIN THEIR BID PRICE, AND NO ADDITIONAL INFORMATION OR COSTS WILL BE NECESSARY FOR THE CONTRACTOR TO PERFORM THE WORK.

MISC5. THE CONTRACTOR SHALL RETAIN THE SERVICES OF A LICENSED STRUCTURAL ENGINEER, REGISTERED WITH THE STATE OF MICHIGAN, TO PROVIDE A COMPLETE TEMPORARY BRACING DESIGN FOR THE STABILITY OF THE BUILDING DURING CONSTRUCTION. THE SHORING DESIGN SHALL MEET THE REQUIREMENTS OF ASCE 37 (DESIGN LOADS ON STRUCTURES DURING CONSTRUCTION).

MISC6. THE STRUCTURAL CONTRACT DOCUMENTS SHOW A PORTION OF THE WORK TO BE PERFORMED BY THE CONTRACTOR. SUPPLEMENTARY REQUIREMENTS FOR STRUCTURAL STEEL, CONCRETE, ETC. MAY BE FOUND WITHIN THE CONTRACT DOCUMENTS OF OTHER DISCIPLINES AND REMAINS THE RESPONSIBILITY OF THE CONTRACTOR.

MISC7. THESE NOTES ARE COMPLEMENTARY TO THE SPECIFICATIONS AND SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS.

MISC8. EVERY EFFORT HAS BEEN MADE TO PROVIDE COMPLETE AND UNAMBIGUOUS INFORMATION ON THE CONTRACT DOCUMENTS. THE STRUCTURAL CONTRACT DOCUMENTS ARE NOT INTENDED TO STAND ALONE. CONTRACT DOCUMENTS PREPARED BY THE ARCHITECT AND OTHER BUILDING DISCIPLINES CONTAIN REQUIREMENTS THAT AFFECT THE STRUCTURAL CONTRACT DOCUMENTS. THE INFORMATION WITHIN THESE CONTRACT DOCUMENTS, THEREFORE, MAY CONTAIN AMBIGUOUS INFORMATION. ANY SUCH AMBIGUITY SHALL BE DOCUMENTED BY THE CONTRACTOR AND SUBMITTED WITH THE BID PRICE. THE CONTRACTOR SHALL INCLUDE AN ALLOWANCE FOR ANY SUCH AMBIGUITY ALONG WITH WHAT WAS ASSUMED AS THE BASIS FOR THE ALLOWANCE. (AMBIGUITIES SHALL NOT BE LIMITED TO THOSE BETWEEN DRAWING AND SPECIFICATIONS AND CONTRACT DOCUMENTS OF OTHER DISCIPLINES. AMBIGUITIES DISCUSSED HERE SHALL ALSO INCLUDE INCOMPLETE INFORMATION.) PRIOR TO SUBMISSION OF BIDS, THE CONTRACTORS SHALL SUBMIT A WRITTEN REQUEST FOR THE NECESSARY CLARIFICATION OR SUPPLEMENTARY INFORMATION REQUIRED BY THE CONTRACTOR TO PROCEED WITH THE BID. THIS REQUEST SHALL BE SUBMIT TO THE GENERAL CONTRACTOR OR CONSTRUCTION MANAGER WHO WILL THEN SUBMIT THE REQUEST TO THE ARCHITECT. THE GENERAL CONTRACTOR OR CONSTRUCTION MANAGER WILL ATTACH TO THIS WRITTEN REQUEST THE CONTRACTOR'S LIST OF ASSUMPTIONS FOR BIDDING SO THAT THE ARCHITECT MAY DETERMINE THE ADEQUACY OF THE CONTRACTORS BID ASSUMPTION. IN THE ABSENCE OF THIS DOCUMENT, THE ARCHITECT WILL DETERMINE WHICH AMBIGUOUS REQUIREMENT GOVERNS AND THE CONTRACTOR SHALL PROVIDE AT NO ADDITIONAL COST TO THE OWNER. IN THE ABSENCE OF THIS DOCUMENT, THE ARCHITECT WILL DETERMINE THAT WHICH COULD HAVE BEEN ASSUMED FROM THE CONTRACT DOCUMENTS WHERE THE CONTRACT DOCUMENTS INCLUDE INCOMPLETE INFORMATION. THE BASIS FOR THIS DETERMINATION SHALL BE THAT THE CONTRACTOR SHOULD HAVE INCLUDED AN ALLOWANCE BASED UPON SIMILAR INFORMATION PROVIDED ELSEWHERE.

MISC9. THE FULLY COMPLETED STRUCTURE HAS BEEN DESIGNED TO BE STABLE AND CAPABLE OF RESISTING ALL CODE REQUIRED LOADS, TO THE BEST OF ANY STRUCTURAL ENGINEER'S ABILITY. THE CONTRACTOR REMAINS RESPONSIBLE FOR ALL MEANS AND METHODS ISSUES SUCH AS:

MISC9.1. TO DETERMINE THE ERECTION AND PLACING PROCEDURES AND SEQUENCES.

MISC9.2. TO ENSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENTS DURING ERECTION, BY PROVIDING TEMPORARY SUPPORTS, SUCH AS TEMPORARY BRACING, SHORING, GUYS AND TIE DOWNS.

MISC9.3. TO PROVIDE TEMPORARY SUPPORTS AND THEY SHALL REMAIN UNTIL ALL STRUCTURAL COMPONENTS ARE IN PLACE, COMPLETED, AND HAVE REACHED THEIR REQUIRED DESIGN STRENGTH.

MISC10. VERIFY THE SIZES, LOCATIONS, ELEVATIONS AND DETAILS OF EXISTING CONDITIONS THAT AFFECT THE WORK. INFORM THE ARCHITECT OF ANY DISCREPANCIES IN DIMENSIONS, SIZES, LOCATIONS, AND CONDITIONS BEFORE PROCEEDING WITH THE WORK. ("EXISTING CONDITIONS" CAN INCLUDE NEW CONSTRUCTION PLACED IN EARLIER PHASES.)

MISC11. PROVIDE SHORING, BRACING, UNDERPINNING, AND ANY OTHER MEANS REQUIRED TO PROTECT AND MAINTAIN THE SAFETY, INTEGRITY AND STABILITY OF ALL EXISTING AND NEW CONSTRUCTION.

MISC12. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS AT THE SITE, INCLUDING UTILITIES SERVICES, ETC., AND SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE HE CAUSES TO THE PROPERTY, EXISTING AND NEW CONSTRUCTION, AND FOR ANY UNAUTHORIZED DISRUPTIONS TO THE OWNER'S NORMAL USE OF UTILITIES, SERVICES AND THE SURROUNDING FACILITIES.

MISC13. SEE ARCHITECTURAL, MECHANICAL AND ELECTRICAL CONTRACT DOCUMENTS, AND SHOP DRAWINGS FOR SIZE AND LOCATION OF WALL AND FLOOR OPENINGS, WALL OFFSETS, STAIR DETAILS, PIPES, VENTS, DUCTS, CONDUIT, AND OTHER OPENINGS AND DETAILS NOT SHOWN ON THE STRUCTURAL CONTRACT DOCUMENTS.

MISC14. TYPICAL DETAILS, WHEN USED, APPLY TO ALL CONTRACT DOCUMENTS AND SHALL BE USED EXCEPT WHERE OTHERWISE SHOWN OR NOTED. EVERY EFFORT HAS BEEN MADE TO PROVIDE THE CONTRACTOR WITH COMPLETE AND UNAMBIGUOUS DETAILS. SINCE IT IS NOT POSSIBLE TO CUT EACH AND EVERY DETAIL, THE DETAILS CUT SHALL APPLY TO SIMILAR CONDITIONS ELSEWHERE.

MISC15. THESE DOCUMENTS ATTEMPT TO PROVIDE AS COMPLETE A "PICTURE" AS IS HUMANLY POSSIBLE FOR BIDDING PURPOSES. IT IS NOT THE INTENT OF THESE DOCUMENTS TO REQUIRE THE CONTRACTOR TO FOREGO THEIR NORMAL METHOD OF OPERATION. CONTRACTORS WISHING TO DISCUSS POTENTIAL EQUAL CONSTRUCTION SHOULD NOT HESITATE TO SUGGEST ANY ALTERNATE. ALL ALTERNATE REQUESTS MUST BE SUBMIT TO THE GENERAL CONTRACTOR OR CONSTRUCTION MANAGER FOR THEIR ACCEPTANCE. THE CONTRACTOR SHALL SUBMIT THESE REQUESTS FOR ALTERNATES PRIOR TO PREPARING SHOP DRAWINGS TO ELIMINATE THE POSSIBILITY THAT AN ALTERNATE IS NOT DEEMED EQUAL. THE BUILDING'S STRUCTURAL ENGINEER OF RECORD HAS SOLE DISCRETION AS TO THE EQUALITY OF ANY PROPOSED ALTERNATE.

MISC16. THE ENGINEERING FOR ALTERNATES (AS DESCRIBED ABOVE) IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBJECT TO THE REQUIREMENTS OF CONSTRUCTION PHASE ENGINEERING. IT SHALL NOT BE ASSUMED THAT THE ENGINEER OF RECORD WILL PERFORM THE ENGINEERING FOR ANY ALTERNATE (WHETHER DEEMED POTENTIALLY EQUAL OR OTHERWISE, UNLESS THE ENGINEER OF RECORD INDICATES, IN WRITING, THAT ALTERNATE DOES NOT REQUIRE ADDITIONAL ENGINEERING TO PROVE EQUALITY). THE CONTRACTOR SHALL, UPON REQUEST, RETAIN THE SERVICES OF A LICENSED STRUCTURAL ENGINEER, REGISTERED WITH THE STATE OF MICHIGAN, TO ENGINEER SUCH ALTERNATE(S). THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DELAY ASSOCIATED WITH THEIR REQUESTED ALTERNATE.

MISC17. ANY WORK THAT IS NOT PLACED IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS IS SUBJECT TO REPAIR. THE ENGINEERING FOR ANY WORK PERFORMED THAT IS DEEMED UNACCEPTABLE IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBJECT TO THE REQUIREMENTS OF CONSTRUCTION PHASE ENGINEERING. IT SHALL NOT BE ASSUMED THAT THE ENGINEER OF RECORD WILL PERFORM THE ENGINEERING FOR ANY WORK THAT IS NOT PLACED IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL, UPON REQUEST, RETAIN THE SERVICES OF A LICENSED STRUCTURAL ENGINEER, REGISTERED WITH THE STATE OF MICHIGAN, TO ENGINEER SUCH REPAIR(S). THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DELAY ASSOCIATED WITH THE REPAIR(S) TO THEIR WORK.

MISC18. WHEN CONTRACT ALTERNATES ARE INCORPORATED INTO THE WORK, THE CONTRACTOR'S AND THEIR LICENSED ENGINEER SHALL AGREE TO DEFEND, INDEMNIFY, AND HOLD THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, AND STRUCTURAL ENGINEER OF RECORD HARMLESS FROM ALL CLAIMS, INJURIES, DAMAGES, LOSSES, EXPENSES, AND ATTORNEY'S FEES ARISING OUT OF THE USE OF ANY ALTERNATE TO THE CONSTRUCTION DOCUMENTS.

MISC19. DIMENSIONS THAT DEPEND UPON SPECIFIC EQUIPMENT PURCHASED, SUCH AS WINDOW, DOOR, AND ELEVATOR OPENINGS AND MECHANICAL EQUIPMENT, TO NAME A FEW, MUST BE COORDINATED BETWEEN SUB CONTRACTORS PRIOR TO SUBMITTING OR PREPARING SHOP DRAWINGS. REQUESTS ON SHOP DRAWINGS TO PROVIDE SUCH DIMENSIONS SHALL BE RESPONDED TO ON THE SHOP DRAWINGS BY THE GENERAL CONTRACTOR PRIOR TO SUBMITTING TO THE ARCHITECT FOR REVIEW. FAILURE TO RESPOND TO SUCH INQUIRY MAY RESULT IN THE RETURN OF A SET OF SHOP DRAWINGS, TO THE GENERAL CONTRACTOR, WITHOUT REVIEW. WHEREVER POSSIBLE, THE GENERAL CONTRACTOR SHOULD COORDINATE THESE ITEMS, AS EARLY AS POSSIBLE, THROUGH THE DISTRIBUTION OF CERTIFIED MANUFACTURER'S SHOP DRAWINGS.

MISC20. EVERY EFFORT HAS BEEN MADE TO PROVIDE THE CONTRACTOR WITH NECESSARY DIMENSIONS ON THE CONTRACT DOCUMENTS. WHERE A DIMENSION IS NOT PROVIDED, THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR CLARIFICATION OF DIMENSION(S) THAT HAS (HAVE) NOT BEEN PROVIDED AND OBTAIN A WRITTEN RESPONSE PRIOR TO SUBMITTING THEIR BID PRICE.

MISC21. THESE CONTRACT DOCUMENTS DEFINE THE REQUIREMENTS FOR THIS WORK AS WELL AS DESIGN RESPONSIBILITIES FOR PORTIONS OF WORK WHETHER THEY ARE "PERFORMANCE SPECIFIED" OR NOT. THESE CONTRACT DOCUMENTS, AND THE BUILDING CODE AS WELL, MAY REFER TO STANDARDS AND/OR GUIDELINES, TYPICALLY, THESE STANDARDS ARE PREPARED BY MANUFACTURING AND/OR MARKETING ASSOCIATIONS. REFERENCE TO THESE STANDARDS AND GUIDELINES ARE FOR QUALITY OF WORK AND FOR GENERAL PHYSICAL DESIGN CRITERIA. USE OF THESE STANDARDS AND GUIDELINES SHALL NOT INCLUDE ANY CRITERIA WITH REGARD TO DESIGN RESPONSIBILITIES, OR DESIGN LOADS, IF INCLUDED THEREIN. ANY DESIGN RESPONSIBILITIES AND/OR DESIGN LOAD RECOMMENDATIONS FOUND WITHIN SUCH GUIDELINES IS SUBJECT TO WRITTEN VERIFICATION (CLEAR AND UNAMBIGUOUS ACCEPTANCE) FROM THE INTERNATIONAL CODE COUNCIL AND/OR THE MINIMUM DESIGN LOADS ON BUILDINGS AND OTHER STRUCTURES STANDARDS COMMITTEE OF THE CODES AND STANDARDS DIVISION OF THE STRUCTURAL ENGINEERING INSTITUTE.

CODE SUMMARY:

1. GOVERNING BUILDING CODE:

MICHIGAN BUILDING CODE 2015 INCORPORATING THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODE.

2. ROOF WOOD TRUSS DESIGN LOADS:

2.1 TOP CHORD: DL = 10 PSF, LL = 20 PSF
2.2 BOTTOM CHORD: DL = 10 PSF, LL = 10 PSF (NOT SIMULTANEOUS WITH TOP CHORD LIVE LOAD)
2.3 TOTAL LOAD DEFLECTION SHALL NOT EXCEED SPAN/360
2.4 ROOF TRUSSES PARALLEL TO AND OVER SHEAR WALLS SHALL BE DESIGNED TO HORIZONTALLY TRANSFER THE LATERAL LOADS TO THE SHEAR WALL BELOW

3. SNOW LOADS

3.1. GROUND SNOW LOAD, Pg= 25 PSF
3.2. FLAT-ROOF SNOW LOAD, Pf=17.5 PSF
3.3. SNOW EXPOSURE FACTOR, Ce= 1.0
3.4. SNOW LOAD THERMAL FACTOR, Ct= 1.2
3.5. SNOW LOAD IMPORTANCE FACTOR, Is= 1.0
3.6. ROOF SLOPE FACTOR, Cs= 1.0

4. DESIGN WIND LOAD FOR STRUCTURAL FRAME (ALL WIND FORCES ARE ULTIMATE LOADS, AS SPECIFIED WITHIN THE MICHIGAN BUILDING CODE. FOR EXAMPLE, WIND LOADS CARRY A 0.8 LOAD FACTOR IN ASD LOAD COMBINATIONS.)

4.1. BASIC WIND SPEED, Vult = 115 MPH, Vasd = 90 MPH
4.2. IMPORTANCE FACTOR, Iw= 1.0
BUILDING CATEGORY, II
4.3. EXPOSURE, B
4.4 INTERNAL PRESSURE COEFFICIENT, +/- 0.18
4.5. VELOCITY PRESSURE, Qz= 34.0 PSF
4.6. MAIN WIND-FORCE-RESISTING SYSTEM PRESSURE (WINDWARD PLUS LEEWARD)
H = HEIGHT: UP TO 20' 20 PSF
4.7. MAIN WIND-FORCE-RESISTING SYSTEM PRESSURE (ROOF) -22.2.0 PSF

5. DESIGN UND LOAD FOR EXTERIOR COMPONENTS AND CLADDING

PLEASE NOTE THAT THE WIND LOADS PROVIDED ARE UN-FACTORED LOADS CALCULATED FROM THE MICHIGAN BUILDING CODE AND ASCE 7. FOR EXAMPLE, WIND LOADS CARRY A 0.6 LOAD FACTOR IN ASD LOAD COMBINATIONS.

5.1. TYPICAL EXTERIOR WALL SURFACE: +20.3/-22.1 PSF
5.2. EXTERIOR WALL SURFACE AT CORNERS, WITHIN TEN FEET OF EACH CORNER OF THE BUILDING: +20.3/-27.2 PSF
5.3. PARAPET: +14.2/-49.9 PSF
5.3. TYPICAL ROOF SURFACE: +8.5/-22.6 PSF.
5.4. ROOF SURFACE WITHIN TEN FEET OF THE EDGE OF THE ROOF (NOT AT CORNERS): +9.4/ -30.1 PSF.
5.5. ROOF SURFACE AT CORNERS (INTERSECTION OF TEN FOOT PERIMETER AREAS): +9.4/ -47.3 PSF.

6. DESIGN SEISMIC LOAD

6.1 SEISMIC IMPORTANCE FACTOR: Ie= 1.0
SEISMIC USE GROUP: II
6.2 MAPPED SPECTRAL RESPONSE ACCELERATIONS: Ss= 0.0354 S1= 0.0447
6.3 SITE (SOIL) CLASS: D
6.4 SITE COEFFICIENTS, Fa= 1.6, Fv= 2.4
MAX. CONSIDERED SPECTRAL RESPONSE ACCELERATIONS, Sms= 0.153, Sm1= 0.107
SPECTRAL RESPONSE COEFFICIENTS: Sds= 0.102, Sd1= 0.072
6.5 SEISMIC DESIGN CATEGORY: B
6.6 BASIC SEISMIC-FORCE-RESISTING SYSTEM: LIGHT-FRAME (WOOD) WALLS SHEATHED WITH WOOD STRUCTURAL PANELS RATED FOR SHEAR RESISTANCE; R=6.5, Cd=4.0
6.7 SEISMIC RESPONSE COEFFICIENT (Cs): Cs = 0.0157
6.8 DESIGN BASE SHEAR: 4320 POUNDS
6.9 ANALYSIS PROCEDURE USED: EQUIVALENT LATERAL FORCE METHOD

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PROJECT
SPEC OFFICE SPACE
3462 3478 GREENFIELD RD
BERKLEY, MI

SUBJECT
GENERAL NOTES

ARCHITECTS
T. FOUGHT & ASSOCIATES LLC
24045 WOODLAND DR, SOUTHFIELD, MI 48034
(248) 514-7612

ISSUED:
BIDS & PERMITS
05/24/2022

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DESIGNED	T.J.F.
APPROVED	T.J.F.
BIDS	
CONSTR	

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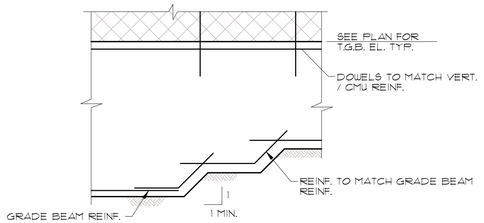
JOB NO.
T2021024

SHEET
SN.2

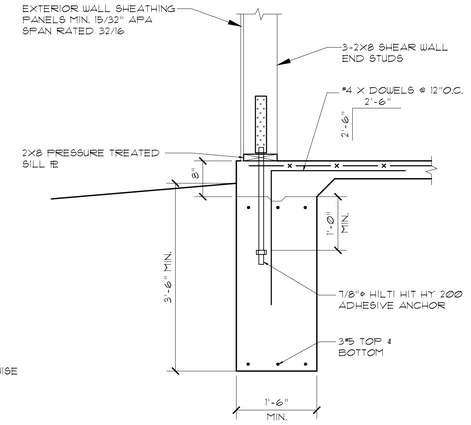
34 GREENFIELD OFFICE

STATE OF MICHIGAN
ABDUL H. BRINJIKJI
ENGINEER
No. 33551
LICENSED PROFESSIONAL ENGINEER



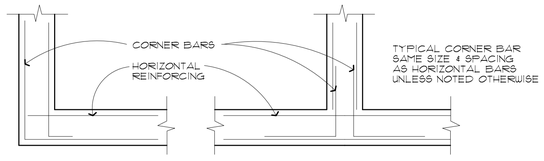
STEPPED GRADE BEAM DETAIL

SCALE 1/2"=1'-Ø"



EXTERIOR SHEAR WALL HOLDDOWN DETAIL

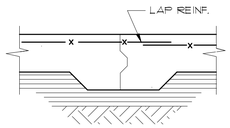
SCALE: 3/4"=1'-Ø"



PLAN

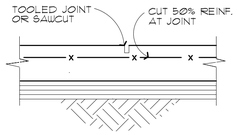
TYPICAL WALL CORNER DETAIL

SCALE 1/2"=1'-Ø"



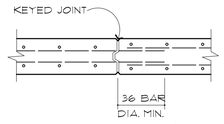
TYP. CONSTRUCTION JOINT

NO SCALE

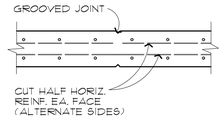


TYP. CONTROL JOINT

NO SCALE



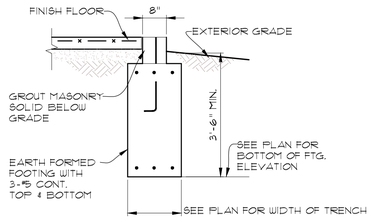
CONSTRUCTION JOINT AS REQUIRED



CONTROL JOINT 20'-0" O.C. MAX.

TYP. WALL JOINT DETAILS

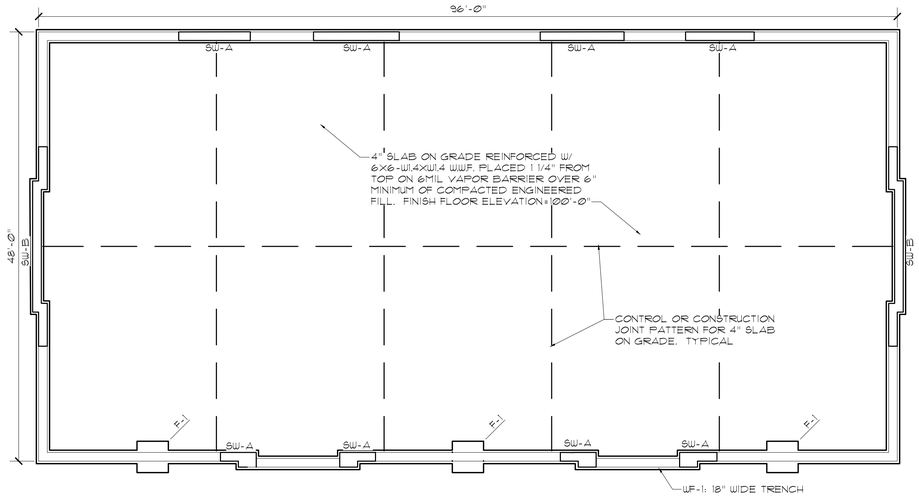
SCALE 1/2"=1'-Ø"



(TYPICAL)

EXT. MAS. WALL FTG.

SCALE: 1/2"=1'-Ø"



NOTES:
1. TOP OF EXTERIOR TRENCH FOOTING ELEVATION 99'-4" TYP. U.O.N.
2. F-1: 3'-6"X3'-6"X3'-6" DEEP PLAIN CONCRETE

FOUNDATION PLAN

SCALE: 1/8"=1'-Ø"

NORTH

STATE OF MICHIGAN
ABDUL H. BRINJIKJI
ENGINEER
No. 33551
LICENSED PROFESSIONAL ENGINEER

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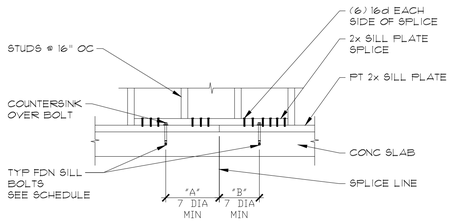
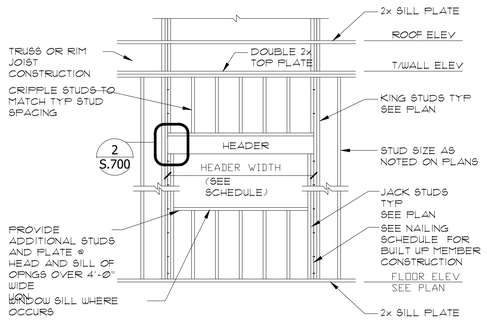
SHEET
S.1

34 GREENFIELD OFFICE



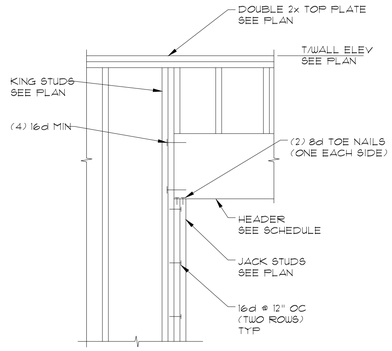
SHEARWALL SILL TO ANCHORAGE SPLICE

11 / S.2 — SCALE: 3/4"=1'-0"



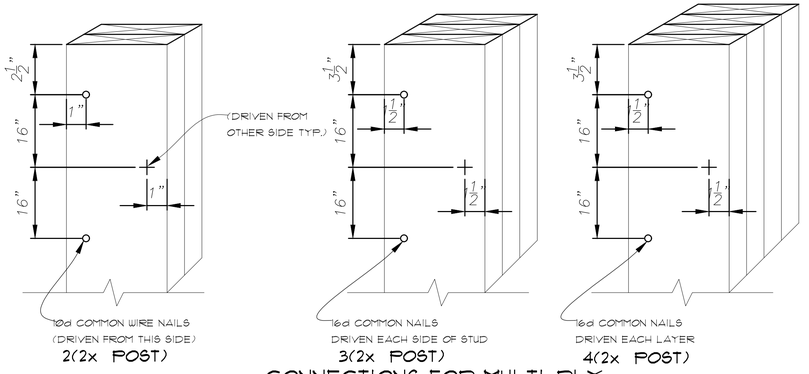
TYP. HEADER DETAIL

10 / S.2 — SCALE: 3/4"=1'-0"



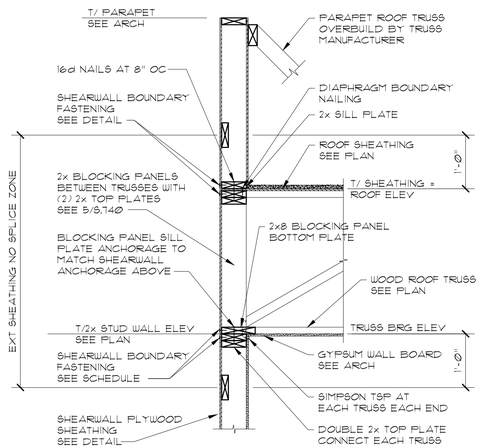
TYP. WOOD HEADER BEARING DETAIL

9 / S.2 — SCALE: 3/4"=1'-0"



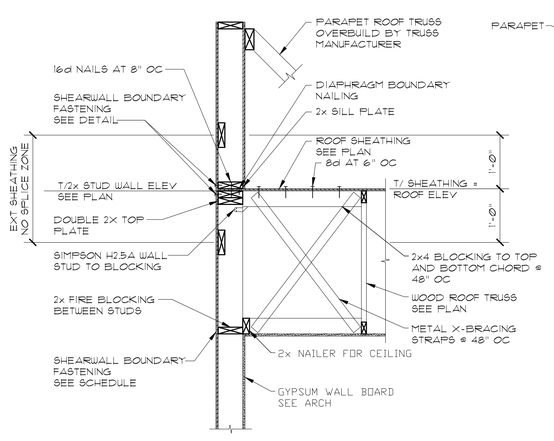
CONNECTIONS FOR MULTI-PLY 2X POST CRIPPLE STUDS

8 / S.2 — SCALE: 3/4"=1'-0"



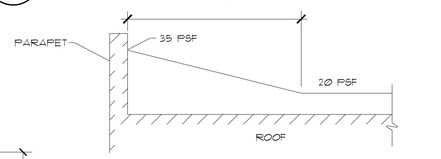
TYP. EXTERIOR SHEAR WALL ROOF SECTION PARALLEL TO TRUSS

3 / S.2 — SCALE: 3/4"=1'-0"

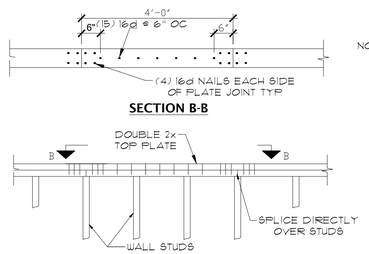


TYP. EXTERIOR SHEAR WALL ROOF SECTION PARALLEL TO TRUSS

4 / S.2 — SCALE: 3/4"=1'-0"

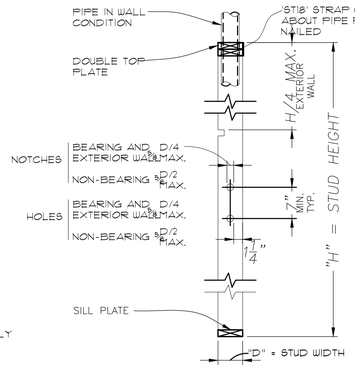


SNOW DRIFT AT PARAPET



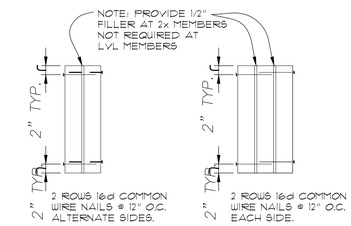
TYP. DOUBLE TOP ⓟ SPLICE DETAIL

5 / S.2 — SCALE: 3/4"=1'-0"



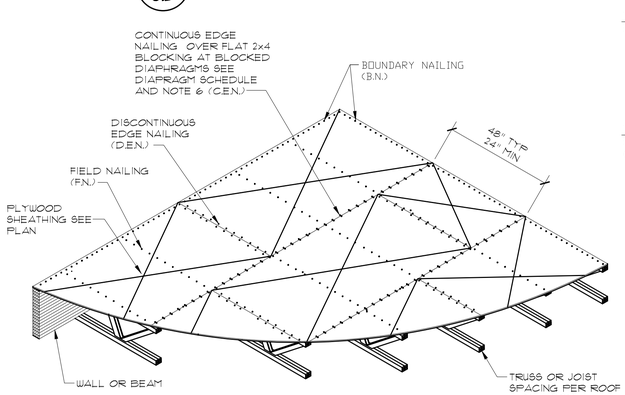
ALLOWABLE NOTCHES & DRILLED HOLES (STUDS)

6 / S.2 — SCALE: 3/4"=1'-0"



CONNECTIONS FOR MULTI-PLY HEADERS

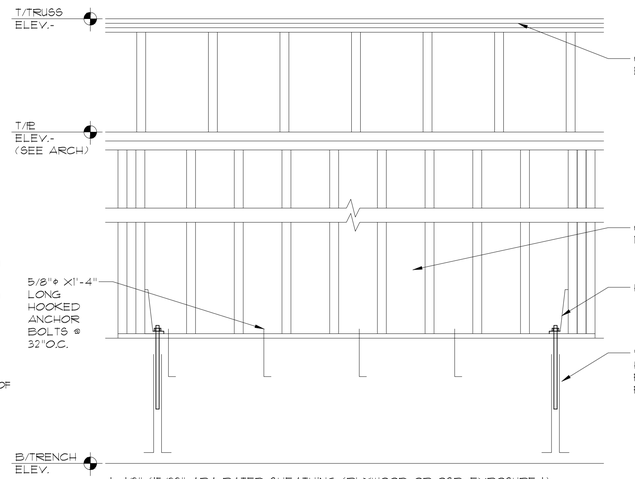
7 / S.2 — SCALE: 3/4"=1'-0"



NOTES:
1. RUN LONG DIMENSION OF PLYWOOD PERPENDICULAR TO TRUSS.
2. NAILING SIZE AND SPACING AS NOTED ON DIAPHRAGM SCHEDULE
3. NAILS SHALL HAVE A MIN 3/8" EDGE DISTANCE.
4. USE BOUNDARY NAILING CONTINUOUS @ ALL NAILING ZONE BOUNDARIES. SEE PLAN FOR ZONE EXTENTS.
5. ALL FASTENERS SHALL BE COMMON NAILS, SIMPSONS W5NTL SUBFLOOR SCREWS OF EQUAL LENGTH MAY BE USED IN LIEU OF NAILS
6. ALL PANELS SHALL BE APPLIED WITH 1/8" SPACE AT ALL PANEL EDGES AND PSCL 15/32 PANEL SHEATHING CLIP AT MIDSPAN OF ALL UNSUPPORTED SHEATHING EDGES. PANEL SHEATHING CLIPS ARE NOT REQUIRED FOR T & G PLYWOOD SHEATHING.
7. ALL NAILS OR SCREWS SHALL BE DRIVEN SO THEIR HEAD/ CROWN IS FLUSH W/ SHEATHING

ROOF SECTION PARALLEL TO TRUSS

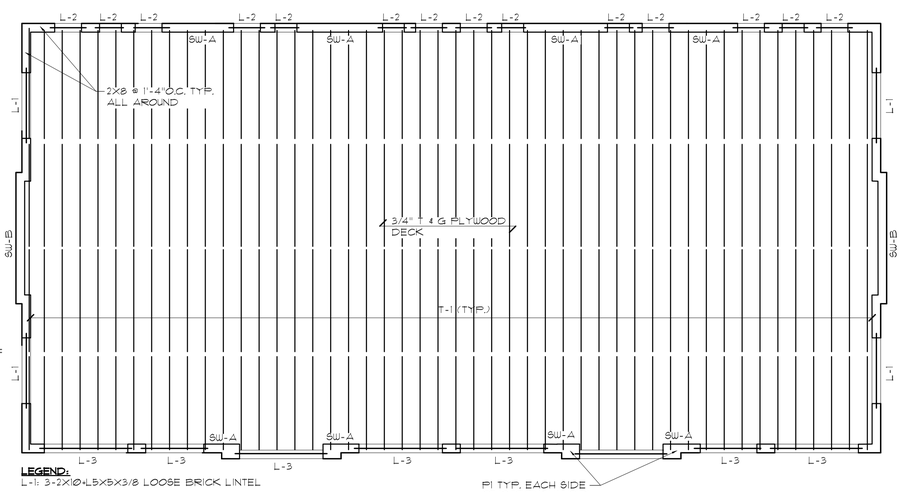
2 / S.2 — SCALE: 3/4"=1'-0"



1. 1/2" (15/32" APA RATED SHEATHING (PLYWOOD OR OSB, EXPOSURE 1).
2. BLOCK ALL PANEL EDGES W/ 2" NOMINAL OR WIDER FRAMING.
3. SPACE NAILS MAXIMUM 6"O.C. @ INTERMEDIATE SUPPORTS
4. NAIL SIZE-COMMON OR GALVANIZED (HD OR TUBLED)-8d (Ø.134"ø)
5. HOLDDOWNS ("HD")-SIMPSON HDU8-HD7B 7/8"ø X 28" LONG ANCHORS
6. MINIMUM (3) 2X8 STUDS @ EACH END OF SHEAR WALL
7. NAIL SPACING @ ALL PANEL EDGES:
   A. 6"O.C. @ SHEAR WALLS SW-A & SW-B

SHEAR WALL DETAIL

1 / S.2 — SCALE: N.T.S.



LEGEND:

L-1: 3-2X10+L5X5X3/8 LOOSE BRICK LINTEL

L-2: 3-2X6 HEADER

L-3: 3-1.75"X9.25" LVL + L5X5X3/8 BRICK LINTEL CONNECT L5X5 TO WOOD HEADER W/ 3/4"ø BOLTS @ 32"O.C. MAX. TYP. ALONG FRONT ELEVATION

T-1: PRE-ENGINEERED WOOD TRUSSES @ 2'-0"O.C. TYP.

P1: 3-2X8 KING STUDS+1-2X8 JACK STUD @ HEADER

P1 TYP. EACH SIDE OF OPENING ALONG FRONT ELEVATION

NOTE: INSTALL 2X4 BETWEEN BOTTOM CHORD OF TRUSS @ 2'-0"O.C. WHERE DEMISING WALLS ARE IN BETWEEN TRUSSES.

ROOF FRRAMING PLAN

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

NORTH

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LICENSED PROFESSIONAL ENGINEER

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34 GREENFIELD OFFICE

ABBREVIATIONS

A.L.	ACOUSTICAL LINING
B.V.	BALANCING VALVE
C.D.	CEILING DIFFUSER
C.F.M.	CUBIC FEET PER MINUTE
C.I.	CAST IRON
F.C.O.	FLOOR CLEAN OUT
DPR.	DAMPER
D.F.	DRINKING FOUNTAIN
D.W.S.	DRINKING WATER SUPPLY
D.W.R.	DRINKING WATER RETURN
E.F.	EXHAUST FAN
ER–#	EXHAUST REGISTER
EWC	ELECTRIC WATER COOLER
F.D.	FLOOR DRAIN
F.DPR.	FIRE DAMPER
H.B.	HOSE BIBB
H.O.	HUB OUTLET
I.E.	INVERT ELEVATION
I.W.	INDIRECT WASTE
LAV.	LAVATORY
LD–#	LINEAR SUPPLY AIR DIFFUSER
LR–#	LINEAR RETURN AIR DIFUSER
O.A.	OUTSIDE AIR
O.B.D.	OPPOSED BLADE DAMPER
O.E.D.	OPEN END DUCT
P.H.	PHYSICAL HANDICAPPED
P.REL.V.	PRESSURE RELIEF VALVE
P–1	PUMP #1
R.A.	RETURN AIR
R.C.	RAIN CONDUCTOR
RG –#	RETURN AIR GRILLE
R.P.B.P.	REDUCED PRESSURE BACKFLOW PREVENTER
RR–#	RETURN AIR REGISTER
R.S.	ROOF SUMP
S.A.	SUPPLY AIR
SD–#	SUPPLY DIFFUSER
SR–#	SUPPLY REGISTER
SAN.	SANITARY
S.S.	SERVICE SINK
ST.	STORM
S.W.S.	SAFE WASTE SINK
T.A.D.	TRANSFER AIR DUCT
T.W.	TEMPERED WATER
U/GRD.	UNDERGROUND
U.H.	UNIT HEATER
UR.	URINAL
V.	VENT
V.T.R.	VENT THRU ROOF
V.V.B.	VARIABLE VOLUME AIR TERMINAL BOX
W.C.O	WALL CLEAN OUT
W.C.	WATER CLOSET
W.H.	WATER HEATER
W.	WASTE

H.V.A.C. SYMBOLS

- SPIN–IN FITTING W/DAMPER
- FLEXIBLE DUCT
- RETURN AIR GRILLE
- SUPPLY AIR DIFFUSER
- HORIZONTAL FIRE DAMPER
- VERTICAL FIRE DAMPER
- RADIANT TYPE DIFFUSERS IN GYP. BD. CEILING AREA
- VOLUME DAMPER
- RECTANGULAR TO ROUND TRANSITION
- THERMOSTAT
- DAMPER

PLUMBING & PIPING SYMBOLS

- DOMESTIC COLD WATER (C.W.)
- DOMESTIC HOT WATER (H.W.)
- DOMESTIC HOT WATER RETURN (H.W.R.)
- GAS OR NG — NATURAL GAS
- SAN — SANITARY SEWER–UNDER GROUND
- SAN — SANITARY SEWER–ABOVE GROUND
- CO — FLOOR CLEAN–OUT
- WCO — WALL CLEAN–OUT
- ST — STORM SEWER
- VENT
- GATE VALVE
- CHECK VALVE
- BALANCING VALVE
- THERMOMETER
- STRAINER
- UNION
- FLEXIBLE CONNECTOR
- BALL VALVE
- NEW CONNECTION
- VALVE
- GLOBE VALVE
- NEEDLE VALVE
- GAS COCK VALVE
- VALVE WITH HANDWHEEL
- MODULATING VALVE
- DAMPER
- STOP CHECK STRAIGHT VALVE
- CHECK VALVE
- PNEUMATIC CONTROL VALVE
- PRESSURE REGULATOR
- BACK PRESSURE REGULATOR
- DIFFERENTIAL REGULATOR
- SOLENOID VALVE (NORM. OPEN)
- SOLENOID VALVE (NORM. CLOSED)
- MOTOR ACTUATOR BALL VALVE
- PRESSURE GAUGE TO MATCH EXISTING
- TURBINE FLOW METER
- FLEX COUPLING (2 FT MIN)
- SPARK PLUG
- PUMP
- STEAM TRAP
- CURRENT / PNEUMATIC POSITIONER
- ELECTRIC MOTOR / ACTUATOR
- INSTRUMENT – NON–ACCESSIBLE

GENERAL MECHANICAL NOTES:

1. COORDINATE THE INSTALLATION OF THE MECHANICAL SYSTEMS WITH OTHER TRADES TO ENSURE A NEAT AND ORDERLY INSULATION. INSTALL DUCTWORK AND PIPING AS TIGHT TO STRUCTURE AS POSSIBLE. COORDINATE WITH OTHER TRADES TO AVOID CONFLICTS. COORDINATE INSTALLATION OF DUCTWORK AND PIPING TO AVOID CONFLICTS WITH ELECTRICAL PANELS, LIGHTING FIXTURES, ETC. ANY MODIFICATIONS REQUIRED DUE TO LACK OF COORDINATION WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO EXTRA COST TO THE OWNER.
2. ALL NEW MECHANICAL EQUIPMENT SHOWN ON THE MECHANICAL PLANS SHALL BE PROVIDED BY THE MECHANICAL CONTRACTOR UNLESS OTHERWISE NOTED.
3. NEW MECHANICAL EQUIPMENTS, DUCTWORK, AND PIPING ARE SHOWN AT APPROXIMATE LOCATIONS. FIELD MEASURE FINAL DUCTWORK AND PIPING LOCATIONS PRIOR TO FABRICATION AND MAKE ADJUSTMENTS AS REQUIRED TO FIT THE DUCTWORK AND PIPING WITHIN THE AVAILABLE SPACE. VERIFY THAT FINAL EQUIPMENT LOCATIONS MEET MANUFACTURER'S RECOMMENDATIONS REGARDING SERVICE CLEARANCE AND PROPER AIRFLOW CLEARANCE AROUND EQUIPMENT.
4. REFER TO ARCHITECTURAL DRAWINGS FOR RELATED CONSTRUCTION DETAILS AS APPLICABLE TO THE HVAC SYSTEM. VERIFY CHASES AND PENETRATIONS SHOWN ON ARCHITECTURAL DRAWINGS THAT ARE INTENDED FOR DUCTWORK AND PIPING MEET REQUIREMENTS.
5. INSTALL DUCTWORK AND PIPING PARALLEL TO BUILDING COLUMN LINES UNLESS OTHERWISE SHOWN OR NOTED.
6. OVERHEAD HANGERS AND SUPPORTERS FOR EQUIPMENT, DUCTWORK, AND PIPING SHALL BE FASTENED TO BUILDING JOISTS OR BEAMS. DO NOT ATTACH HANGERS AND SUPPORTS TO THE ABOVE FLOOR SLAB OR ROOF EXCEPT WHERE CONCRETE INSERTS IN CONCRETE SLABS ARE ALLOWED BY THE SPECIFICATIONS.
7. COORDINATE LOCATION OF EQUIPMENT SUPPORTERS WITH LOCATION OF EQUIPMENT ACCESS PANELS/DOORS TO ENABLE SERVICE OF EQUIPMENT AND/OR FILTER REPLACEMENT.
8. SEAL PENETRATIONS THROUGH THE BUILDING COMPONENTS IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS. FIREPROOF PENETRATIONS THROUGH FIRE RATED COMPONENTS IN ACCORDANCE WITH U.L. REQUIREMENTS.
9. COORDINATE THE EXACT MOUNTING SIZE AND FRAME TYPE OF DIFFUSERS, REGISTERS, AND GRILLES WITH THE SUPPLIER TO MEET THE CEILING, WALL, AND DUCT INSTALLATION REQUIREMENTS.
10. ADJUST LOCATION OF CEILING DIFFUSERS, REGISTERS, AND GRILLES AS REQUIRED TO ACCOMMODATE FINAL CEILING GRID AND LIGHTING LOCATIONS.
11. LOCATE AND SET THERMOSTATS AT LOCATIONS SHOWN ON PLANS. VERIFY EXACT LOCATIONS WITH ARCHITECTS PRIOR TO INSTALLATION. INSTALL DEVICES WITH TOP OF DEVICE AT MAXIMUM 48" AFF TO MEET ADA REQUIREMENTS UNLESS NOTED OTHERWISE ON PLANS. MECHANICAL CONTROLS CONTRACTOR SHALL INSTALL WIRING IN CONDUIT PROVIDED BY DIVISION 16. AT A MINIMUM, PROVIDE CONDUIT IN THE WALL FROM THE JUNCTION BOX TO 6" ABOVE THE CEILING.

MECHANICAL SHEET INDEX

SHEET No.	DESCRIPTION
M.0	MECHANICAL LEGENDS, SYMBOLS, & SHEET INDEX.
M.1.0	OVERALL SANITARY & VENT PLUMBING FLOOR PLAN.
M.1.1	OVERALL DOMESTIC WATER & GAS PIPING FLOOR PLAN
M.2	OVERALL HVAC FLOOR PLAN.
M.4.0	MECHANICAL SCHEDULES.
M.4.1	MECHANICAL DETAILS.
M.5	MECHANICAL SPECIFICATIONS

NOT ALL SYMBOLS AND ABBREVIATIONS ARE APPLICABLE TO THIS PROJECT

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PROJECT
SPEC OFFICE SPACE
3462 3478 GREENFIELD RD
BERKLEY, MI

SUBJECT
MECHANICAL LEGENDS, SYMBOLS, & SHEET INDEX.

ARCHITECTS
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ISSUED:
BIDS & PERMITS
05/24/2022

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DESIGNED	T.J.F.
APPROVED	T.J.F.
BIDS	
CONSTR.	

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JOB NO.
T2021024

SHEET
M.0

34 GREENFIELD OFFICE

STATE OF MICHIGAN
TIMOTHY JAY FOUGHT
ARCHITECT
No. 1301056975
LICENSED ARCHITECT

PLUMBING GENERAL NOTES:

1. DRAWINGS ARE DIAGRAMMATIC ONLY AND REPRESENT THE GENERAL SCOPE OF THE WORK. PRIOR TO SUBMITTING BID, VISIT THE JOB SITE TO OBSERVE THE EXISTING CONDITIONS OF THE PROJECT. REVIEW THE GENERAL NOTES, SPECIFICATIONS AND PLANS FOR ADDITIONAL REQUIREMENTS THAT MAY NOT BE SPECIFICALLY CALLED OUT IN THIS PORTION OF THE CONSTRUCTION DOCUMENTS. NOTIFY ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES PRIOR TO SUBMISSION OF BID.
2. PROVIDE A CONSTRUCTION RECORD SET OF "AS-BUILT" DOCUMENTS TO THE ARCHITECT REFLECTING ANY VARIANCES OF INSTALLED PIPING LOCATIONS OR EQUIPMENT CONTRARY TO THE CONSTRUCTION DOCUMENTS, REFER TO SPECIFICATIONS.
3. PROVIDE TO THE ARCHITECT A COPY OF INSPECTION REPORTS AND APPROVAL CERTIFICATES FROM LOCAL AND STATE INSPECTIONS, REFER TO SPECIFICATIONS.
4. INSTALLATION SHALL COMPLY WITH LEGALLY CONSTITUTED CODES AND THE REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION.
5. PLANS AND SPECIFICATIONS GOVERN WHERE THEY EXCEED CODE REQUIREMENTS.
6. VERIFY LOCATION AND DEPTH OF UTILITIES AT POINTS OF CONNECTION BEFORE START OF PIPING INSTALLATION.
7. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND MOUNTING HEIGHTS OF PLUMBING FIXTURES.
8. DO NOT SCALE FLOOR PLANS FOR EXACT HORIZONTAL LOCATION OF PIPE ROUTING.
9. INSTALL CONCEALED PIPING TIGHT TO THE STRUCTURE AND AS HIGH AS POSSIBLE. INSTALL EXPOSED PIPING TIGHT TO THE STRUCTURE, WALL OR CEILING AND AS HIGH AS POSSIBLE. COORDINATE WITH OTHER TRADES TO AVOID CONFLICTS.
10. PIPING IN FINISHED AREAS SHALL BE ROUTED CONCEALED: EXPOSED PIPING, WHERE NECESSARY, SHALL BE ROUTED AS HIGH AS POSSIBLE AND TIGHT TO WALLS.
11. COORDINATE ALL WORK WITH OTHER TRADES AND CONTRACTORS.
12. COORDINATE PIPE ROUTING AWAY FROM ELECTRICAL PANELS. DO NOT INSTALL PIPING OVER ELECTRICAL PANELS.
13. COORDINATE ALL ROOF PENETRATIONS WITH OTHER TRADES. MAINTAIN 25' MINIMUM CLEARANCE FROM ALL AIR INTAKES. MAINTAIN 2' CLEARANCE FROM ALL OTHER EQUIPMENT.
14. INSULATE LAST 25 LINEAL FEET OF NEW AND EXISTING VENT PIPING INSIDE BUILDING PER SPECIFICATIONS AT VENT THRU ROOF PENETRATIONS WITHIN SCOPE.
15. RUN SANITARY LINE WITH 1/8" SLOPE.

OVERALL SANITARY & VENT PLUMBING FLOOR PLAN

SCALE: 1/4"=1'-0"

NORTH

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PROJECT
SPEC OFFICE SPACE
3462 3478 GREENFIELD RD
BERKLEY, MI

SUBJECT
OVERALL SANITARY & VENT PLUMBING FLOOR PLAN

ARCHITECTS
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DOMESTIC	

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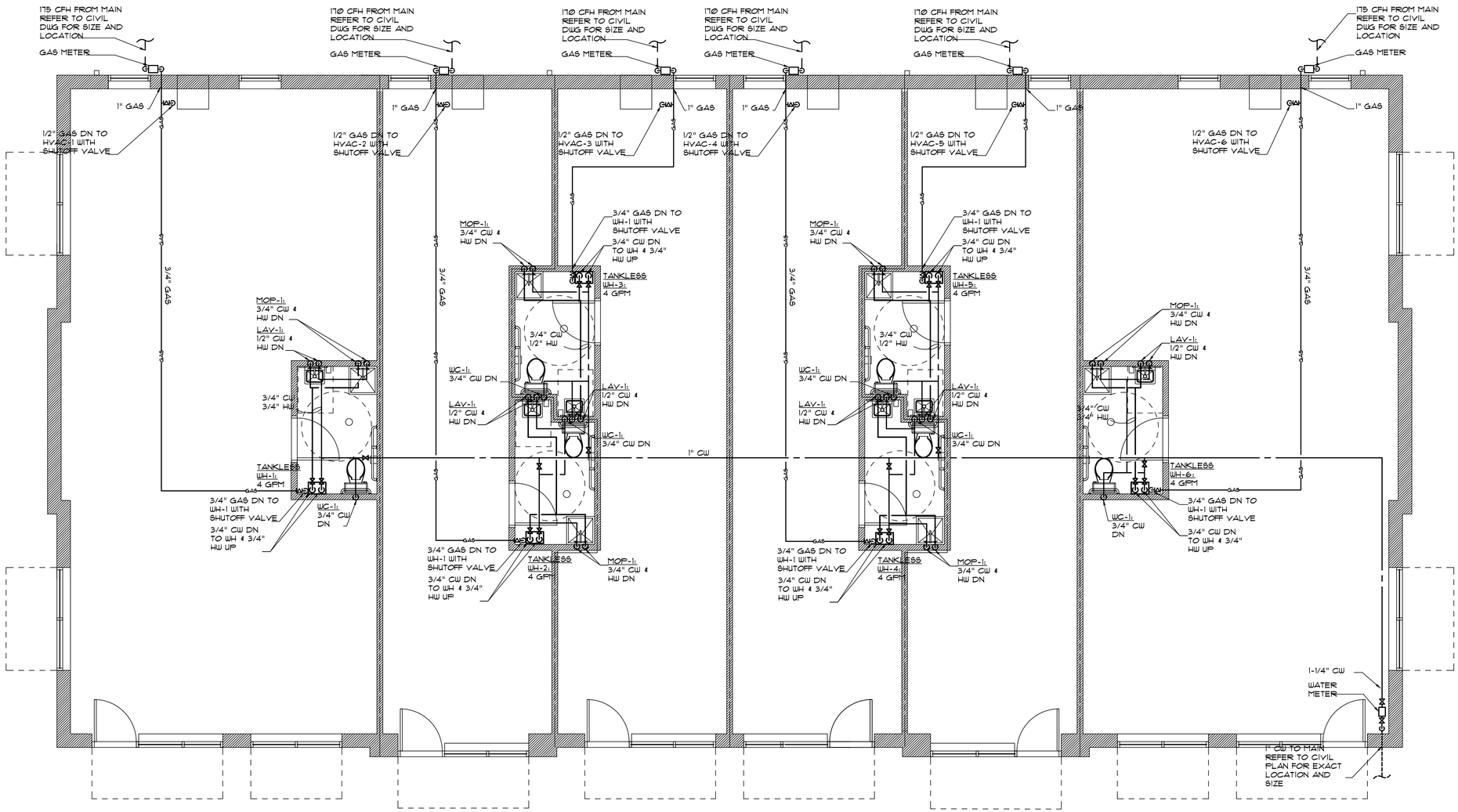
5. PLANS AND SPECIFICATIONS GOVERN WHERE THEY EXCEED CODE REQUIREMENTS.
6. DO NOT SCALE FLOOR PLANS FOR EXACT HORIZONTAL LOCATION OF PIPE ROUTING.
7. PROVIDE TRANSITION ADAPTER COUPLINGS FOR CONNECTION OF PVC DWV TO CAST IRON SANITARY, WASTE AND VENT PIPE AT SLAB ON GRADE.
8. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND MOUNTING HEIGHTS OF PLUMBING FIXTURES.
9. INSTALL CONCEALED PIPING TIGHT TO THE STRUCTURE AND AS HIGH AS POSSIBLE. INSTALL EXPOSED PIPING TIGHT TO THE STRUCTURE, WALL OR CEILING AND AS HIGH AS POSSIBLE. COORDINATE WITH OTHER TRADES TO AVOID CONFLICTS.
10. PROVIDE SHUT OFF VALVE AT EACH FIXTURE AND EQUIPMENT. VALVES SHALL BE LINE SIZE UNLESS OTHERWISE NOTED.
11. PIPING IN FINISHED AREA SHALL BE ROUTED CONCEALED‡ EXPOSED PIPING, WHERE NECESSARY, SHALL BE ROUTED AS HIGH AS POSSIBLE AND TIGHT TO WALLS.
12. COORDINATE ALL WORK WITH OTHER TRADES AND CONTRACTORS.
13. CLEAN FAUCET AERATORS AND PIPE STRAINERS PRIOR TO TURNING BUILDING OVER TO THE OWNER.
14. COORDINATE PIPE ROUTING AWAY FROM ELECTRICAL PANELS. DO NOT INSTALL PIPING OVER ELECTRICAL PANELS.
15. COORDINATE ALL ROOF PENETRATIONS WITH OTHER TRADES. MAINTAIN 25' MINIMUM CLEARANCE FROM ALL AIR INTAKES. MAINTAIN 2' CLEARANCE FROM ALL OTHER EQUIPMENT.
16. WATER HAMMER ARRESTORS SHALL BE SIZE "A" UNLESS NOTED OTHERWISE.



OVERALL DOMESTIC WATER & GAS PIPING FLOOR PLAN

SCALE: 1/4"=1'-0"

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PROJECT
SPEC OFFICE SPACE
3462 3478 GREENFIELD RD
BERKLEY, MI

SUBJECT
OVERALL DOMESTIC WATER & GAS PIPING FLOOR PLAN

ARCHITECTS
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TIMOTHY JAY FOUGHT
ARCHITECT
No. 1301056975
LICENSED ARCHITECT

MECHANICAL GENERAL NOTES:

1. COORDINATE THE INSTALLATION OF THE MECHANICAL SYSTEMS WITH OTHER TRADES TO ENSURE A NEAT AND ORDERLY INSTALLATION. INSTALL DUCTWORK AND PIPING AS TIGHT TO STRUCTURE AS POSSIBLE. COORDINATE WITH OTHER TRADES TO AVOID CONFLICTS. COORDINATE INSTALLATION OF DUCTWORK AND PIPING TO AVOID CONFLICTS WITH ELECTRICAL PANELS, LIGHTING FIXTURES, ETC. ANY MODIFICATIONS REQUIRED DUE TO LACK OF COORDINATION WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO EXTRA COST TO THE OWNER.
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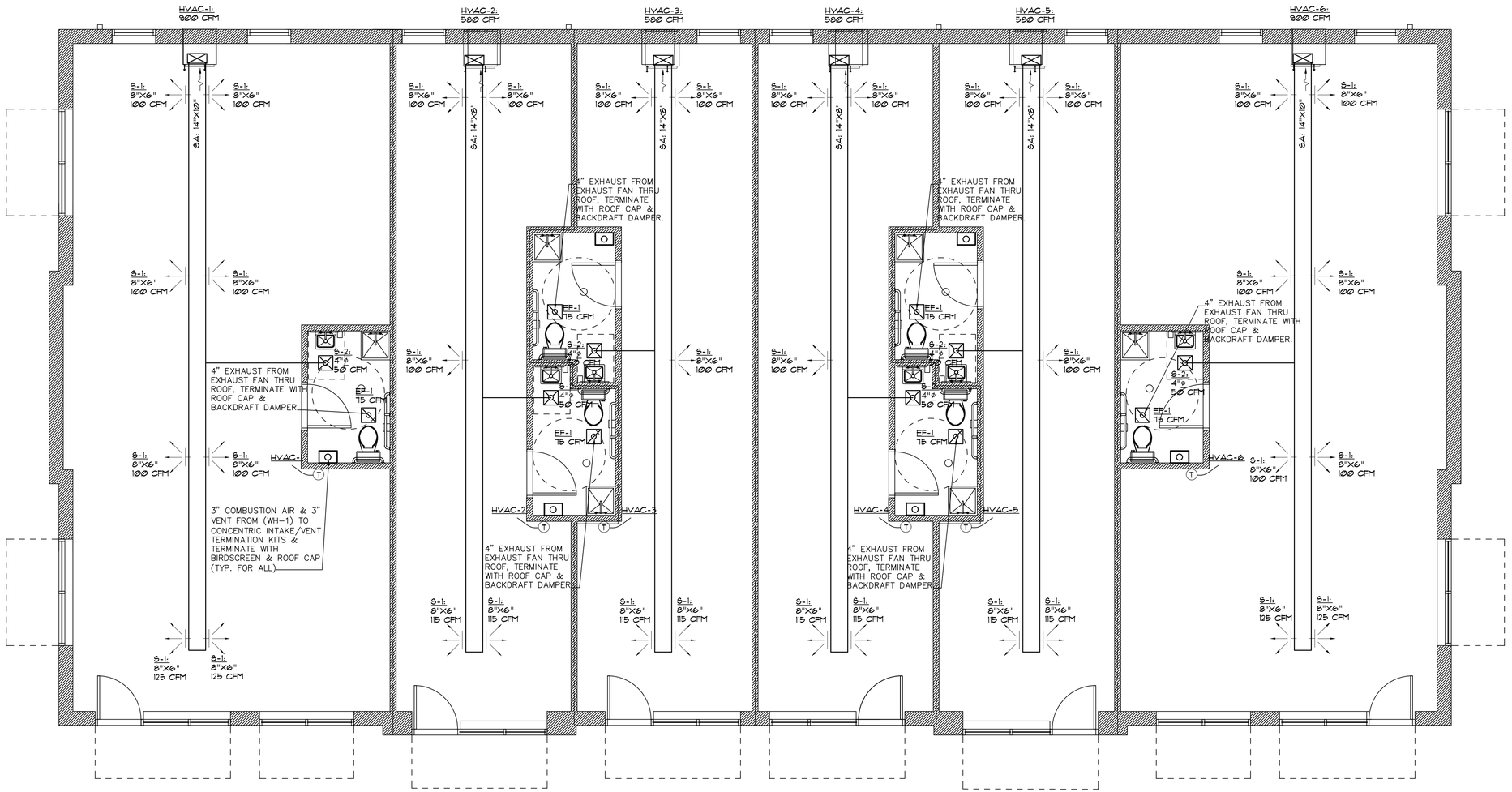
3. REFER TO ARCHITECTURAL DRAWINGS FOR RELATED CONSTRUCTION DETAILS AS APPLICABLE TO THE HVAC SYSTEM. VERIFY CHASES AND PENETRATIONS SHOWN ON ARCHITECTURAL DRAWINGS THAT ARE INTENDED FOR DUCTWORK AND PIPING MEET REQUIREMENTS.
4. OVERHEAD HANGERS AND SUPPORTERS FOR EQUIPMENT, DUCTWORK, AND PIPING SHALL BE FASTENED TO BUILDING JOISTS OR BEAMS. DO NOT ATTACH HANGERS AND SUPPORTS TO THE ABOVE FLOOR SLAB OR ROOF EXCEPT WHERE CONCRETE INSERTS IN CONCRETE SLABS ARE ALLOWED BY THE SPECIFICATIONS.
5. SEAL PENETRATIONS THROUGH THE BUILDING COMPONENTS IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS. FIREPROOF PENETRATIONS THROUGH FIRE RATED COMPONENTS IN ACCORDANCE WITH U.L. REQUIREMENTS.
6. COORDINATE THE EXACT MOUNTING SIZE AND FRAME TYPE OF DIFFUSERS, REGISTERS, AND GRILLES WITH THE SUPPLIER TO MEET THE CEILING, WALL, AND DUCT INSTALLATION REQUIREMENTS.
7. ADJUST LOCATION OF CEILING DIFFUSERS, REGISTERS, AND GRILLES AS REQUIRED TO ACCOMMODATE FINAL CEILING GRID AND LIGHTING LOCATIONS.
8. PROVIDE A PREFABRICATED RECTANGULAR/ROUND BRANCH DUCT TAKEOFF FITTING WITH MANUAL BALANCING DAMPER AND LOCKING QUADRANT FOR BRANCH DUCT CONNECTIONS AND TAKE-OFFS TO INDIVIDUAL DIFFUSERS, REGISTERS AND GRILLES.
9. BRANCH DUCTWORK TO AIR OUTLETS SHALL BE SAME SIZE AS OUTLET NECK SIZE UNLESS OTHERWISE NOTED.
10. REFER TO SPECIFICATIONS FOR DUCTWORK AND PIPING INSULATION REQUIREMENTS. DUCT SIZES ON MECHANICAL PLANS INDICATE CLEAR INSIDE AIRFLOW DIMENSIONS.
11. FLEXIBLE DUCTWORK SHALL NOT EXCEED 5'-0" IN LENGTH AND SHALL BE INSTALLED AND SUPPORTED TO AVOID SHARP BENDS AND SAGGING. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
12. IN EXPOSED AREA (NO CEILING), PROVIDE PREFABRICATED SPIRAL ROUND DUCT OF SIZES AS SHOWN ON DWG UNLESS OTHERWISE NOTED.
13. COORDINATE LOCATION OF EQUIPMENT SUPPORTERS WITH LOCATION OF EQUIPMENT ACCESS PANELS/DOORS TO ENABLE SERVICE OF EQUIPMENT AND/OR FILTER REPLACEMENT.
14. PROVIDE 1/2" UNDERCUT DOORS FOR ALL THE INTERIOR RESTROOMS TO ALLOW MAKE UP AIR THRU THE ROOMS.



OVERALL HVAC FLOOR PLAN

SCALE: 1/4"=1'-0"

NORTH

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PROJECT
SPEC OFFICE SPACE
3462 3478 GREENFIELD RD
BERKLEY, MI

SUBJECT
OVERALL HVAC FLOOR PLAN

ARCHITECTS
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(248) 514-7612

ISSUED:
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05/24/2022

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34 GREENFIELD OFFICE

UNITARY HVAC UNIT SCHEDULE

TAG	MANUFACTURER & MODEL NO.	AREA SERVED	HEATING CAPACITY		COOLING CAP. 80DEG. DB/67DEG. WB	SUPPLY FAN (CFM)	MIN. OA. (CFM)	ELECTRICAL			WEIGHT (LB)	SEER	NOTES & ACC.
			INPUT	OUTPUT	TOTAL MBH			VOLTS/PH/HZ	MCA	MOCP			
HVAC-1 &6	MAGIC PAK/HWC9N5512P30B	SEE PLAN	55	51.5	27.4	900	135	208-1-60	21.3	30	339.0	12.0	A, B, C, D, E, F, G
HVAC-2,3,4&5	MAGIC PAK /HWC8N4812P18A	SEE PLAN	48	38	17.4	580	80	208-1-60	12.4	15	313.0	12.0	A, B, C, D, E, F, G

NOTES:			
A	FIRESTAT ON UNITS BELOW 2000 CFM	F	CONDENSATE DRAIN TUBING THRU LOUVER
B	DIGITAL, PROGRAMMABLE REMOTE THERMOSTAT.	G	DISCONNECT SWITCH
C	MOUNT ON PLATFORM (PROVIDED BY OTHERS)		
D	THROWAY FILTER		
E	WALL SLEEVE KIT IF REQUIRED CHECK WITH MANUFACTURERS		

PLUMBING FIXTURE SCHEDULE

ITEM	FIXTURE	ITEM	MANUFACTURER & MODEL NUMBER	ACCESSORIES	PIPE CONNECTIONS SIZES (INCH)			
					WASTE	VENT	COLD W.	HOT W.
WC-1	WATER CLOSET	FLOOR MOUNTED TANK TYPE WATER CLOSET	MANSFIELD WATER CLOSET "SUMMIT" MODEL: 382-387	MANSFIELD, TANK TYPE TOILET 1.28 GPF, BEMIS 1655-SSC SEAT	4"	-	1/2"	-
LAV-1	LAVATORY	PUBLIC WALL MOUNT LAVATORY	AMERICAN STANDARD WALL HUNG LAVATORY "DECLYN"	FAUCET: AMERICAN STANDARD TWO HANDLE CENERESET FAUCET "COLONY SOFT" MODEL 2275.509 AERATOR : AMERICAN STANDARD V05 DRAIN : MCGUIRE #155A SUPPLY: MCGUIRE #H170BV-LR 1/4 TURN P-TRAP: MCGUIRE #8872C-17T 1-1/2" CHROME PLATED BRASS.	1-1/2"	1-1/2"	1/2"	1/2"
MOP-1	MOP SINK	MOP SINK	MOP SINK MUSTEE 63M SERVICE BASIN ONE PIECE	OVERSIZED MOP SINK: 24"x24"x10" INCLUDES 1 HEAVY DUTY SERVICE FAUCET: #63.600A THREE SPRING LOADED HANDED HOLDERS.	3"	2"	1/2"	1/2"
MX-1	MIXING VALVE	THERMOSTATIC MIXING VALVE.	WATTS USG-B	ASSE 1070 THERMOSTATIC MIXING VALVE	-	-	1/2"	1/2"

APPROVED PLUMBING FIXTURE MANUFACTURERS : AMERICAN STANDARD, MANSFIELD, CRANE, TOTO, ELKAY, KOHLER, ZURN, FIAT, MUSTEE, FLORESTONE.
APPROVED PLUMBING HARDWARE MANUFACTURERS: AMERICAN STANDARD, DELTA, KOHLER, CHICAGO, SLOAN, ZURN, TOTO.
(FIXTURES TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE "BARRIER FREE DESIGN REQUIREMENTS OF THE MICHIGAN CONSTRUCTION CODE".

TANKLESS WATER HEATER SCHEDULE

TAG	BASIS OF DESIGN	MODEL	SERVICE	LOCATION	MAX GPM	INPUT BTU/HR	GPM @ 90 DEG. F. RISE	GAS CON.	COMBUSTION INLET AND VENT SIZE	NOTES & ACC.
WH-1	AO SMITH	ATI-140H-N	SEE PLAN	SEE PLAN	6.6	120,000	3	1/2"	3"	A, B, D, E, F, G

NOTES:	
A	P & T RELIEF TO FD
B	WALL MOUNTED
C	NOT USED
D	CONCENTRIC VENT KIT THRU ROOF
E	NATURAL GAS
F	120V DISCONNECT SWITCH
G	EXPANSION TANK
H	NOT USED

EXHAUST FAN SCHEDULE

SNO.	TAG	BASIS OF DESIGN	MODEL	SERVICE	LOCATION	CAPACITY (CFM)	ESP "WC	RPM	ELECTRICAL VOLT/PH/HZ	WATTS / AMPS	NOTES /ACCESSORIES
1	EF-1	GREENHECK	SP-A90	RESTROOM	CEILING	75	0.25	870	120 / 1 / 60	20 W	A,C,D,E

NOTE:	
A	PROVDE FACTORY MOUNTED DISCONNECT SWITCH WITH THERMAL OVERLOAD PROTECTION
B	CONTRACTOR TO FURNISH COMBINATION STARTOR / DISCONNECT SWITCH
C	VERIFY MODEL NUMBER WITH MANUFACTURER EQUIPMENT SUBMITTAL
D	INTERLOCK FAN OPERATION WITH LIGHT SWITCH
E	GRAVITY BACKDRAFT DAMPER

GRILLE, REGISTER & DIFFUSER SCHEDULE

TAG	BASIS OF DESIGN	MODEL	SERVICE	MOUNTING	OVERALL SIZE	NECK SIZE	NOTES /ACCESSORIES
S-1	TITUS	301 RL	SUPPLY	DUCT MOUNTED	SEE PLAN	SEE PLAN	A,B,C
S-2	TITUS	OMNI	SUPPLY	CEILING	12"x12"	SEE PLAN	A,C

NOTE:	
A	WHITE FINISH
B	22.5 DEGREE DEFLECTION
C	OPPOSED BLADE DAMPER

GAS LOADS

S.#	ITEM	QTY	GAS LOAD (CFH)	TOTAL GAS LOAD (CFH)
GAS METER 1	HVAC-1	1	55	175
	WH-1	1	120	
GAS METER 2	HVAC-2	1	48	168
	WH-2	1	120	
GAS METER 3	HVAC-3	1	48	168
	WH-3	1	120	
GAS METER 4	HVAC-4	1	48	168
	WH-4	1	120	
GAS METER 5	HVAC-5	1	48	168
	WH-5	1	120	
GAS METER 6	HVAC-6	1	55	175
	WH-6	1	120	

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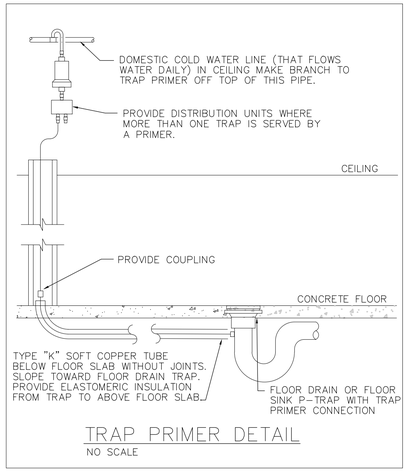
No. 1301058975
LICENSED ARCHITECT



TRAP PRIMER DETAIL
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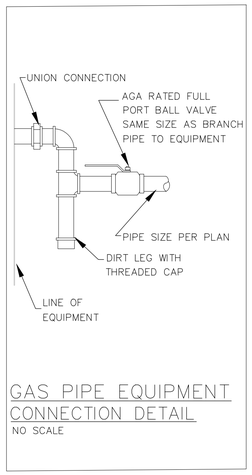

GAS PIPE EQUIPMENT CONNECTION DETAIL
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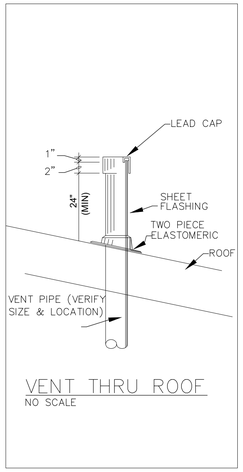

VENT THRU ROOF
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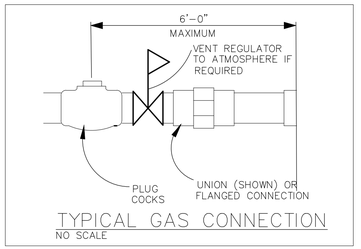

TYPICAL GAS CONNECTION
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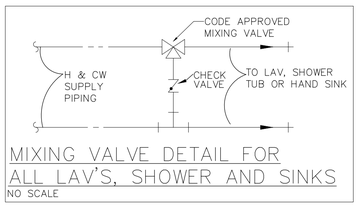

MIXING VALVE DETAIL FOR ALL LAV'S, SHOWER AND SINKS
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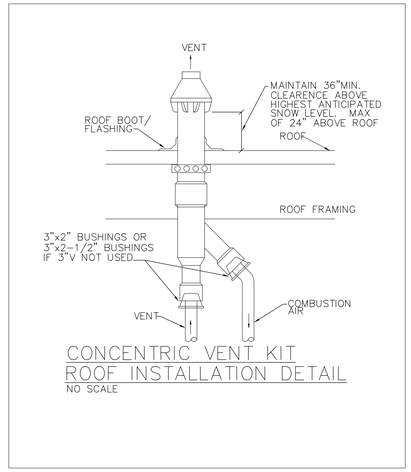

CONCENTRIC VENT KIT ROOF INSTALLATION DETAIL
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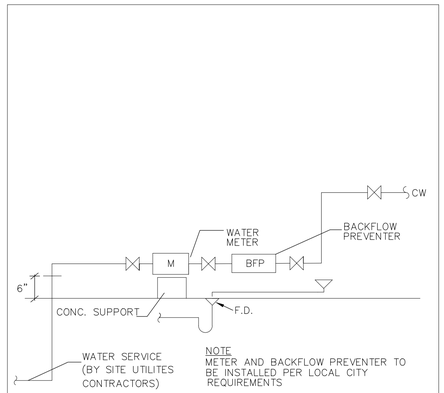

WATER METER INSTALLATION DIAGRAM
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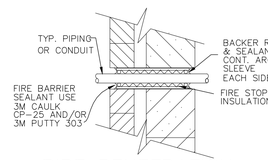

PIPE PENETRATION
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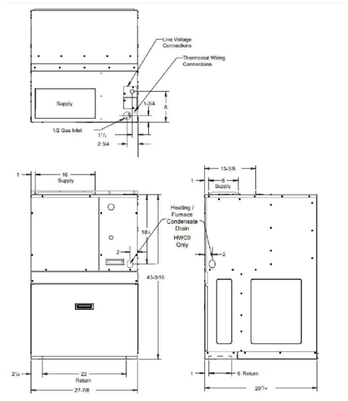

HVAC UNIT DETAIL
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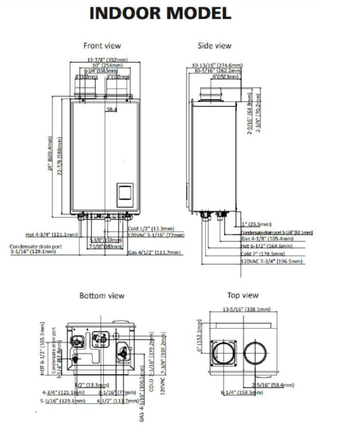

TANKLESS WATER HEATER DETAIL
NO SCALE

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SPEC OFFICE SPACE
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BERKLEY, MI

SUBJECT
MECHANICAL DETAILS

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ISSUED:
BIDS & PERMITS
05/24/2022

DRAWN	T.J.F.
CHECKED	T.J.F.
APPROVED	T.J.F.
BIDS	
CONSTR.	

DO NOT SCALE PRINTS - USE FIGURED DIMENSIONS ONLY

JOB NO.
T2021024

SHEET
M.4.1

34 GREENFIELD OFFICE

GENERAL MECHANICAL SPECIFICATIONS

GENERAL REQUIREMENTS:
READ AND BE BOUND BY THE ARCHITECTURAL SPECIFICATION.

THESE SPECIFICATIONS, ALL OTHER DOCUMENTS ATTACHED HERETO, ALL ADDENDA ISSUED AND THE ACCOMPANYING PLANS ARE INTENDED TO PROVIDE FOR THE COMPLETE FURNISHING AND INSTALATION OF THE ENTIRE MECHANICAL SYSTEM.

THE WORK SHALL BE DONE IN ACCORDANCE WITH BEST PRACTICE SO AS TO CONTRIBUTE TO EFFICIENCY OF OPERATION AND MINIMUM MAINTENANCE AND SHALL BE INSTALLED WITH PROPER ACCESSIBILITY. THE MATERIALS AND EQUIPMENT, INCLUDING ALL NECESSARY ACCESSORIES, SHALL BE PUT INTO PROPER ADJUSTMENT SO THAT THE COMPONENT PARTS FUNCTION TOGETHER AS A WORKABLE SYSTEM. THE MECHANICAL CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, MATERIALS AND OPERATIONS AS INDICATED EITHER ON THE DRAWINGS OR CONTAINED HEREIN OR AS MAY BE REASONABLY IMPLIED BY EITHER TO ACCOMPLISH THE COMPLETE INSTALATION.

PROVIDE ALL MATERIALS, EQUIPMENT, LABOR AND INCIDENTIALS NECESSARY FOR COMPLETE AND OPERABLE MECHANICAL SYSTEMS. PROVIDE ALL NECESSARY TESTS AND PAY FOR ALL FEES, PERMITS, INSPECTIONS, ETC. AS REQUIRED BY LOCAL AUTHORITIES. SECURE PERMITS, INSPECTIONS AND BONDS. PERFORM ALL TESTS REQUIRED.

UPON COMPLETION OF HE WORK,OBTAIN AND SEND CERTIFICATES OF INSPECTION AND APPROVAL,TO THE ARCHITECT/OUNER. PAY ALL FEES AND EXPENSES FOR PERMITS, LICENSES, TESTS AND INSPECTIONS.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR THAT HIS WORK IS INSTALLED IN THE MOST DIRECT AND WORKMANLIKE MANNER AND THAT INTERFERENCE IS AVOIDED.

THE DRAWINGS ARE GENERALLY DIAGRAMMATIC AND INDICATIVE OF THE EQUIPMENT AND SYSTEMS TO BE INSTALLED AND THE SCALE OF THE DRAWINGS IT IS POSSIBLE TO INDICATE THE EXACT LOCATION AND ROUTING OF MECHANICAL WORK UNLESS REFERENCE DIMENSIONS ARE SPECIFICALLY INDICATED ON DRAWINGS. DEVIATIONS FROM CONTRACT DRAWING LAYOUT IN ORDER TO AVOID INTERFERENCES WITH OTHER TRADES, OR OTHER MECHANICAL WORK SHALL BE CONSIDERED INCIDENTAL TO THE WORK AND NO EXTRA CHARGE IN CONTRACT PRICE. ALL COSTS FOR REMOVAL AND RELOCATION OF MECHANICAL WORK RESULTING FROM FAILURE TO COORDINATE WITH OTHER TRADES SHALL BE PAID BY THE MECAL SUBCONTRACTOR.

INSTALLATION SHALL CONFORM TO ALL LOCAL UTILITY COMPANIES. BEFORE SUBMITTING HIS BID, THE CONTRACTOR SHALL CHECK WITH EACH UTILITY (WATER, SEWER, ETC.) AND SHALL DETERMINE FROM THEM ALL EQUIPMENT AND CHARGES WICH THEY WILL REQUIRE. INCLUDE COST OF SAME IN THE BID.

ALL EQUIPMENT IS TO BE UL LISTED AND LABELED.

EACH TRADE SHALL BE RESPONSIBLE FOR IT'S OWN CLEAN-UP. COORDINATE WITH THE ARCHITECTURAL TRADES (A.T.).

UNLESS OTHERWISE NOTED, ALL CUTTING SHALL BE PROVIDED BY THE M.T. AND PATCHING BY THE A.T. ROOF PENETRATIONS ARE TO BE PERFORMED BY THE OUNE'S (LANDLORD'S) ROOFER AND PAID FOR BY THE M.T. COORDINATE WITH THE A.T.

FURNISH ELECTRIC MOTORS AND CONTROL DEVICES IN CONNECTION WITH THE VARIOUS PIECES OF MOTOR-DRIVEN EQUIPMENT SPECIFIEDIN MECHANICAL WORK SECTIONS AS SPECIFIED HEREIN. ALL MOTORS SHALL BE OF THE "PREMIUM" HIGH EFFICIENCY TYPE.

AIR SYSTEMS BALANCING IS REQUIRED. REFER TO THE HVAC SPECIFICATIONS.

FURNISH THE OWNER WITH TWO COPIES OF OPERATION/MAINTENANCE MANUALS FOR ALL EQUIPMENT AND PROVIDE FULL OPERATION INSTRUCTIONS TO THE OWNER'S PERSONNEL.

GUARANTEE: THE M.T. SHALL REPAIR OR REPLACE ANY PART OF THE MECHANICAL SYSTEMS INSTALLATION WHICH MAY FAIL WITHIN A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE.

PIPING SYSTEM--COMMON REQUIREMENTS:

A. INSTALL PIPING ACCORDING TO THE FOLLOWING REQUIREMENTS SPECIFYING PIPING SYSTEMS.
B. DRAWING PLANS, SCHEMATICS, AND DIAGRAMS INDICATE GENERAL LOCATION AND ARRANGEMENT OF PIPING SYSTEMS. INDICATED LOCATIONS AND ARRANGEMENTS WERE USED TO SIZE PIPE AND CALCULATE FRICTION LOSS, EXPANSION, PUMP SIZING, AND OTHER DESIGN CONSIDERATIONS. INSTALL PIPING AS INDICATED UNLESS DEVIATIONS TO LAYOUT ARE APPROVED ON COORDINATION DRAWINGS.
C. INSTALL PIPE PARALLEL WITH LINES OF BUILDING.
D. ALLOW FOR EXPANSION AND CONTRACTION OF PIPING.
E. PROVIDE UNIONS, VALVES, HANGERS, SUPPORTS AND OTHER APPURTENANCES AS REQUIRED FOR COMPLETE INSTALLATION.
F. PROVIDE ACCESS TO ALL VALVES, CONTROL DEVICES, DAMPERS AND REHEAT BOX CONTROL PANELS.
G. PROVIDE VIBRATION ISOLATORS AT ALL MECHANICAL EQUIPMENT ITEMS PRODUCING VIBRATIONS.
H. PROVIDE ALL STEEL NECESSARY FOR MECHANICAL EQUIPMENT SUSPENSION AND FRAMED OPENINGS. COMPLY WITH THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) REQUIREMENTS.
I. PROVIDE INDEPENDENT ISOLATION VALVES AT EVERY BRANCH. MULTIFUNCTIONAL VALVES ARE NOT ACCEPTABLE.
J. INSTALL PIPING IN CONCEALED LOCATIONS, UNLESS OTHERWISE INDICATED AND EXCEPT IN EQUIPMENT ROOMS AND SERVICE AREAS.
K. INSTALL PIPING INDICATED TO BE EXPOSED AND PIPING IN EQUIPMENT ROOMS AND SERVICE AREAS AT RIGHT ANGLES OR PARALLEL TO BUILDING WALLS. DIAGONAL RUNS ARE PROHIBITED UNLESS SPECIFICALLY INDICATED OTHERWISE.
L. INSTALL PIPING ABOVE ACCESSIBLE CEILINGS TO ALLOW SUFFICIENT SPACE FOR CEILING PANEL REMOVAL.
M. INSTALL PIPING TO PERMIT VALVE SERVICING.
N. INSTALL PIPING AT INDICATED SLOPES.
O. INSTALL PIPING FREE OF SAGS AND BENDS.
P. INSTALL FITTINGS FOR CHANGES IN DIRECTION AND BRANCH CONNECTIONS. T-DRILL SYSTEM FOR MECHANICALLY FORMED TEE CONNECTIONS AND COUPLINGS, AND VICTAULIC HOLE CUT PIPING SYSTEM ARE NOT ALLOWED.
Q. INSTALL PIPING TO ALLOW APPLICATION OF INSULATION.
R. PIPING SHALL NOT PROJECT BEYOND WALLS OR STEEL LINES NOR SHALL IT HANG BELOW SLABS MORE THAN IS ABSOLUTELY NECESSARY. PARTICULAR ATTENTION SHALL BE PAID TO THE REQUIRED CLEARANCES.
S. OFFSET PIPING WHERE REQUIRED TO AVOID INTERFERENCE WITH OTHER WORK, TO PROVIDE GREATER HEADROOM OR CLEARANCE, OR TO CONCEAL PIPE MORE READILY. OFFSETS SHALL BE PROPERLY DRAINED OR TRAPPED WHERE NECESSARY.
T. PROVIDE SWING JOINTS AND EXPANSION BENDS WHEREVER REQUIRED TO ALLOW THE PIPING TO EXPAND WITHOUT UNDUE STRESS TO CONNECTIONS OR EQUIPMENT.
U. ISOLATE PIPE FROM THE BUILDING CONSTRUCTION TO PREVENT TRANSMISSION OF VIBRATION TO THE STRUCTURE AND TO ELIMINATE NOISE.
V. EXPOSED PIPING AROUND FIXTURES OR IN OTHER CONSPICUOUS PLACES SHALL NOT SHOW TOOL MARKS AT FITTINGS.
W. DO NOT ROUTE PIPING THROUGH TRANSFORMER VAULTS OR ABOVE TRANSFORMERS, PANELBOARDS, OR SWITCHBOARDS, INCLUDING THE REQUIRED SERVICE SPACE FOR THIS EQUIPMENT, UNLESS THE PIPING IS SERVING THIS EQUIPMENT.
X. SELECT SYSTEM COMPONENTS WITH PRESSURE RATING EQUAL TO OR GREATER THAN SYSTEM OPERATING PRESSURE.
Y. ECCENTRIC REDUCING COUPLINGS SHALL BE PROVIDED IN ALL CASES WHERE AIR OR WATER POCKETS WOULD OTHERWISE OCCUR DUE TO A REDUCTION IN PIPE SIZE. ECCENTRIC COUPLINGS SHALL MAKE THE PIPE FLUSH ON THE TOP FOR WATER LINES.
Z. INSTALL ESCUTCHEONS FOR PENETRATIONS OF WALLS, CEILINGS, AND FLOORS ACCORDING TO THE FOLLOWING:
  1. NEW PIPING:
     a. PIPING WITH FITTING OR SLEEVE PROTRUDING FROM WALL: ONE-PIECE, DEEP-PATTERN TYPE.
     b. CHROME-PLATED PIPING: ONE-PIECE, CAST-BRASS TYPE WITH POLISHED CHROME-PLATED FINISH.
     c. BARE PIPING AT WALL AND FLOOR PENETRATIONS IN FINISHED SPACES: ONE-PIECE, CAST-BRASS TYPE WITH POLISHED CHROME-PLATED FINISH.
     d. BARE PIPING AT CEILING PENETRATIONS IN FINISHED SPACES: ONE-PIECE, CAST-BRASS TYPE WITH POLISHED CHROME-PLATED FINISH.
     e. BARE PIPING IN UNFINISHED SERVICE SPACES: ONE-PIECE, CAST-BRASS TYPE WITH ROUGH-BRASS FINISH.
     f. BARE PIPING IN EQUIPMENT ROOMS: ONE-PIECE, CAST-BRASS TYPE.
AA. ALL PIPES EXTENDING THROUGH THE ROOF SHALL BE FLASHED WITH SIX POUND LEAD FLASHING EXTENDING 6 INCHES BEYOND THE PIPE, WELDED TO A LEAD SLEEVE EXTENDED UP AROUND THE VENT PIPES, AND ROLLED OVER INTO THE PIPE.
AB. INSTALL SLEEVES FOR PIPES PASSING THROUGH CONCRETE AND MASONRY WALLS AND CONCRETE FLOOR AND ROOF SLABS.
  1. SLEEVES PLACED IN FLOORS SHALL BE FLUSH WITH THE CEILING AND SHALL HAVE PLANED, SQUARE ENDS, EXTENDING 2 INCHES ABOVE THE FINISHED FLOOR, UNLESS OTHERWISE SPECIFIED OR DETAILED.
  2. WHERE SLEEVES PASS THROUGH REINFORCED CONCRETE FLOORS, THEY SHALL BE PROPERLY SET IN POSITION BEFORE THE CONCRETE IS POURED, AND SHALL BE MAINTAINED IN POSITION BY THE CONTRACTOR UNTIL THE CONCRETE IS SET.
  3. PIPES PASSING THROUGH ABOVE GRADE FLOOR SLABS AND MASONRY WALLS SHALL HAVE THE SPACE BETWEEN THE PIPE OR INSULATION AND THE SLEEVE PACKED WITH NON-ASBESTOS WICKING OR OTHER SUITABLE, APPROVED, NON-COMBUSTIBLE MATERIAL.
  4. PIPES PASSING THROUGH WALLS OF MECHANICAL EQUIPMENT ROOMS SHALL BE MADE GAS-TIGHT BY CAULKING THE SPACE BETWEEN THE PIPE AND SLEEVE WITH A FIBER SATURATED WITH AN APPROVED TYPE OF PLASTIC MATERIAL.
AC. FIRE-BARRIER PENETRATIONS: MAINTAIN INDICATED FIRE RATING OF WALLS, PARTITIONS, CEILINGS, AND FLOORS AT PIPE PENETRATIONS. SEAL PIPE PENETRATIONS WITH FIRESTOP MATERIALS. REFER TO DIVISION 07 SECTION "PENETRATION FIRESTOPPING" FOR MATERIALS.
AD. VERIFY FINAL EQUIPMENT LOCATIONS FOR ROUGHING-IN.
AE. REFER TO EQUIPMENT SPECIFICATIONS IN OTHER SECTIONS OF THESE SPECIFICATIONS FOR ROUGHING-IN REQUIREMENTS.
AF. ALL NEW DOMESTIC WATER PIPING AND EQUIPMENT SHALL BE DISINFECTED WITH CHLORINE FOR 24 HOURS, AND TER SAMPLE SHALL BE TAKEN NO SOONER THAN 24 HOURS AFTER FLUSHING, FROM VARIOUS OUTLETS, AND FROM THE MAIN WATER ENTRY AS A BASELINE.

THE WORK INCLUDED IN THE CONTRACT SHALL CONSIST OF FURNISHING, INSTALLING, LASTING AND GUARANTEEING OF THE FOLLOWING WORK:

1. MAGIC-PAK UNIT.
2. POWER VENTILATOR.
3. DOMESTIC TANKLESS WATER HEATER.
4. PIPING / PLUMBING.
5. DUCTWORK AND HVAC ACCESSORIES.
6. TEST, ADJUSTMENT AND ACCEPTANCE.

1. MAGIC-PAK UNIT:

PART 1: GENERAL

1.1 SECTION INCLUDES

A. GAS HEATING/ ELECTRIC COOLING PACKAGED UNITS. (HWC)

1.2 RELATED SECTIONS

A. SECTION 15050 – COMMON WORK RESULTS FOR HVAC.
B. SECTION 16050 – COMMON WORK RESULTS FOR ELECTRICAL.

1.3 REFERENCES

A. ANSI/AHRI 210/240: PERFORMANCE RATING OF UNITARY AIR-CONDITIONING & AIR-SOURCE AND HEAT PUMP EQUIPMENT.

1.4 SUBMITTALS

A. SUBMIT UNDER PROVISIONS OF SECTION 01300 – ADMINISTRATIVE REQUIREMENTS.
B. PRODUCT DATA: MANUFACTURER'S DATA SHEETS ON EACH PRODUCT TO BE USED, INCLUDING:
   1. PREPARATION INSTRUCTIONS AND RECOMMENDATIONS.
   2. STORAGE AND HANDLING REQUIREMENTS AND RECOMMENDATIONS.
   3. INSTALLATION METHODS.
C. SHOP DRAWINGS AND WIRING SCHEMATICS: PROVIDE DETAILED PHYSICAL LAYOUT AND WIRING SCHEMATICS FOR INSTALLATION.

2.2 GAS HEATING/ ELECTRIC COOLING ALL-IN-ONE UNITS

A. HWC V-SERIES MODEL UNITS: GAS HEATING / ELECTRIC SINGLE-PACKAGE AIR CONDITIONERS (SPAC) AS MANUFACTURED BY ALLIED AIR ENTERPRISES LLC, A LENNOX INTERNATIONAL INC. COMPANY.
   1. CONSTRUCTION:
      a. CERTIFIED ANSI/AHRI 210/240: PERFORMANCE RATING OF UNITARY AIR-CONDITIONING & AIR-SOURCE AND HEAT PUMP EQUIPMENT.
      b. COMPLETELY SELF-CONTAINED HEATING AND COOLING PACKAGE.
         1) NO OUTSIDE CONDENSING UNIT.
         2) NO EXTERNAL REFRIGERANT LINES.
         3) NO SEPARATE COOLING COIL.
         4) NO SEPARATE VENTING SYSTEM.
         5) NO ADDITIONAL DRAIN PAN REQUIRED
      c. PRE-WIRED AND PRE-CHARGED.
      d. DRAIN PAN IS INFUSED WITH ANTIMICROBIAL PROTECTION.
      e. INDIVIDUALLY METERED AND CONTROLLED.
      f. SLIDE-OUT COOLING SECTION.
      g. INTERNAL VENT SYSTEM (DIRECT VENT).
   2. REFRIGERANT SYSTEM:
      a. R410-A REFRIGERANT.
      b. RIFLED COPPER TUBING WITH LANCED FIN COILS.
   4. HEAT EXCHANGER:
      c. STANDARD STAINLESS-STEEL HEAT EXCHANGER.
   5. CABINET:
      a. ATTRACTIVE NEUTRAL-TONED FINISH.
      b. WALL SLEEVE AS SCHEDULED OR INDICATED.
      c. OPTIONAL DECORATIVE EXTRUDED ALUMINUM LOUVER AS SCHEDULED OR INDICATED.
   6. BLOWER:
      a. MULTISPEED MOTOR FOR WIDE AIRFLOW RANGE.
      b. ELECTRICALLY COMMUTATED MOTOR (ECM) FOR MAXIMUM EFFICIENCY.
      c. DYNAMICALLY BALANCED BLOWER WITH RESILIENT MOTOR MOUNTS FOR SMOOTH AND QUIET OPERATION.
      d. INTERNAL WASHABLE FILTER.
      e. UPGRADE MERV 8 FILTER.
   7. CONTROLS:
      a. COLOR CODED WIRING FOR EASY SERVICE.
   8. INSTALLATION:
      a. EASY TO INSTALL AND SERVICE.
      b. EXTERNAL UTILITY CONNECTIONS FOR GAS AND HIGH AND LOW VOLTAGE LINES.
   9. WARRANTY:
      a. 5 YEAR LIMITED WARRANTY ON ALL PARTS.
      b. 20 YEAR WARRANTY ON STAINLESS STEEL HEAT EXCHANGER.

PART 3 EXECUTION

3.1 EXAMINATION

A. DO NOT BEGIN INSTALLATION UNTIL WALL OPENINGS AND ROUGH-IN HAVE BEEN PROPERLY PREPARED.
B. IF PREPARATION IS THE RESPONSIBILITY OF ANOTHER INSTALLER, NOTIFY ARCHITECT OF UNSATISFACTORY PREPARATION BEFORE PROCEEDING.

3.2 PREPARATION

A. PREPARE CONDITIONS USING THE METHODS RECOMMENDED BY THE MANUFACTURER FOR ACHIEVING THE BEST RESULT FOR THE OPERATION UNDER THE PROJECT CONDITIONS.

3.3 INSTALLATION

A. INSTALL IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. TEST FOR PROPER OPERATION AND ADJUST AS REQUIRED UNTIL SATISFACTORY RESULTS ARE OBTAINED.

3.4 PROTECTION

A. PROTECT INSTALLED PRODUCTS UNTIL COMPLETION OF PROJECT.
B. TOUCH-UP, REPAIR OR REPLACE DAMAGED PRODUCTS BEFORE SUBSTANTIAL COMPLETION.

END OF SECTION

2. POWER VENTILATORS:

FURNISH AND INSTALL CEILING EXHAUST FAN THAT IS FACTORY FABRICATED AND ASSEMBLED WITH CAPACITY AS SCHEDULED.

a. PROVIDE HANGING VIBRATION ISOLATORS AND NECESSARY ACCESSORIES. COORDINATE LOCATION AND DIMENSIONS. PROVIDE WALL LOUVER WHERE APPLICABLE.
b. PROVIDE THE FOLLOWING ACCESSORIES: DISCONNECT SWITCH, BIRD SCREEN AND BACK DRAFT, FACTORY SET TO CLOSE WHEN FAN STOPS
c. FANS SHALL COMPLY WITH "UL" 705 "POWER VENTILATORS" AND SHALL BE LISTED AND LABLED. MOTOR AND ELECTRICAL ACCESSORIES SHALL COMPLY WITH NEMA STANDARDS AND "NFPA 70" NATIONAL ELECTRICAL CODE.
d. ACCEPTABLE MANUFACTURERS: COOK, GREENHECK AND ACME.

3. DOMESTIC TANKLESS WATER HEATERS:

FURNISH AND INSTALL GAS TANKLESS WATER HEATER THAT IS FACTORY TESTED AND ASSEMBLED.

A. UNIT SHALL BE "UL" LISTED AND LABELED AND COMPLY WITH THE LATEST "PRESSURE VESSEL CODES".
B. UNITS SHALL BE PLUMBED AND WIRED PER MANUFACTURERS WRITTEN INSTRUCTIONS.
C. APPROVED MANUFACTURERS: AO SMITH, BRADFORD WHITE & LOCHINVAR

4. PLUMBING SPECIFICATIONS:

GENERAL

SEWERS ARE TO BE PITCHED DOWN IN DIRECTION OF FLOW AT 1/8" PER FOOT UNLESS OTHERWISE NOTED. PITCH VENT PIPING UP. WATER PIPING SHALL BE PITCHED TO FACILITATE DRAINAGE.

PROVIDE MINIMUM 10 PIPE DIAMETERS DISTANCE BETWEEN FIXTURE CONNECTIONS TO HORIZONTAL UNDERGROUND WASTE OR SOIL STACKS. MINIMUM 3" SIZE FOR ALL UNDERGROUND SEWERS.

NATURAL GAS PIPING: STD WEIGHT BLACK STEEL, FABRICATED AND INSTALLED IN ACCORDANCE WITH "NFPA 54" AND "ASTM A55" PROVIDE SCREWED GALVANIZED MALLEABLE IRON FITTING IN ACCORDANCE WITH ANSI B16.3 CLASS 150. CONNECT GAS PIPING WITH DRIPLEGS AND SHUT OFF GAS VALVE, COMPLY WITH MANUFACTURERS INSTRUCTIONS.

NEW PLUMBING SERVICES ARE TO CONNECT TO EXISTING STUBS OR MAINS. FIELD VERIFY EXACT SIZE AND LOCATIONS.

ALL PIPING SHALL BE CONCEALED UNLESS NOTED OR APPROVED BY THE ARCHITECT. EXPOSED PIPING SERVING PLUMBING FIXTURES SHALL BE CHROME PLATED.

PROVIDE CLEANOUTS AT THE BASE OF ALL WASTE STACKS AND RAIN CONDUCTORS, CHANGES IN DIRECTION GREATER THAN 45 DEGREES AND 50 FEET ON CENTER ON STRAIGHT RUNS.

PROVIDE BRANCH LINE SHUT-OFF VALVES ON DOMESTIC WATER PIPING TO EACH GROUP OF PLUMBING FIXTURES OR EQUIPMENT. PROVIDE CHROME PLATED RIGID SUPPLIES WITH LOOSE KEY STOPS AT EACH FIXTURE.

ALL HOSE END FITTINGS ARE TO BE FURNISHED WITH WATTS 8A VACUUM BREAKERS. OTHER BACKFLOW PREVENTION INCLUDES WATTS 9BD AT VENDING MACHINES, ICE MAKERS, ETC., AS INDICATED ON THE DRAWINGS AND/OR AS REQUIRED BY THE LOCAL AUTHORITIES.

ALL VALVES ARE TO BE TYPES AS RECOMMENDED BY THE MANUFACTURER FOR THE INTENDED SERVICE AND SHALL BE PROPERLY RATED FOR PRESSURE AND TEMPERATURE.

TO PREVENT ELECTROLYTIC CORROSION, PROVIDE INSULATED COUPLINGS WHERE DISSIMILAR METALS ARE JOINED. COUPLINGS SHALL BE EQUAL TO LOCHINVAR "K-LINE" WITH AN INERT, NON-CONDUCTIVE, LINED-IMPREGNATED LAMINATE MATERIAL AND THREADED TO NPS STANDARDS. COUPLINGS SHALL BE SUITABLE FOR HYDROSTATIC PRESSURES UP TO 300 PSIG AND 225 DEGREES F TEMPERATURE.

PROVIDE WATER HAMMER ARRESTERS (SHOCK ABSORBERS) EQUAL TO ZURN Z-1700 OR SIOUX CHIEF 600 SERIES AT ALL QUICK CLOSING VALVES AND AT ENDS OF PIPING MAINS SERVING PLUMBING FIXTURES. ARRESTER CASING AND BELLOUS SHALL BE OF TYPE 304 STAINLESS STEEL CONSTRUCTION OR COPPER TUBE STYLE WITH LUBRICATED POLYPRO PISTON.

CORRUGATED STAINLESS STEEL TUBING MAY ALSO USED WHERE APPROVED BY LOCAL CODE AND AUTHORITIES. SUPPLY COMPLETE SYSTEM DESIGN DRAWING INDICATING LAYOUT, PIPE SIZING, PRESSURE DROP CALCULATIONS AND A COPY OF THE CURRENT MANUFACTURE'S INSTALLATION GUIDE. CORRUGATED STAINLESS STEEL TUBING SHALL BE MANUFACTURED FROM ASTM A240, TYPE 304 STAINLESS STEEL WITH A MINIMUM WALL THICKNESS OF .0010". THE SYSTEM SHALL COMPLY WITH ANSI LC-1. FITTINGS SHALL BE MANUFACTURED FROM 360 BRASS ASTM B316 WITH INCORPORATE A DOUBLE WALL FLARE FOR GAS TIGHT SEAL. TUBING SHALL HAVE A UV RESISTANT POLYETHYLENE JACKET THAT ALSO MEETS ASTM E84 FOR SMOKE AND FLAME. TUBING SYSTEM SHALL BE INSTALLED PER LOCAL CODE BY A MANUFACTURE CERTIFIED INSTALLER.

PIPE INTERIOR CLEANING:

PROVIDE ALL NECESSARY LABOR, MATERIALS AND EQUIPMENT TO FLUSH THE LISTED PIPING TO SYSTEM DEPTH, CLEAN WATER AT A MINIMUM VELOCITY OF 6 FEET/SECOND UNTIL DIRTY WATER DOES NOT APPEAR AT THE OUTLETS. USE OPEN END BRANCHES, SETTLING BASINS, PUMPS, OR TEMPORARY FILTERS AS SUITABLE FOR THE JOB CONDITIONS AND AS THE REVIEWING AUTHORITY HAVING JURISDICTION. DISPOSAL OF FLUSHING WATER PERMITTED. THE CONTRACTOR HAS THE OPTION OF HIGH PRESSURE HYDRAULIC JET CLEANING IN LIEU OF FLUSHING. PROTECT ALL VALVES AND DEVICES FROM DAMAGE DURING THE CLEANING OPERATION.

DISINFECTION:

ALL DOMESTIC WATER SYSTEMS SHALL BE PURGED OF DELETERIOUS MATTER AND DISINFECTED PRIOR TO UTILIZATION. THE METHOD TO BE FOLLOWED SHALL BE AS PRESCRIBED BY THE HEALTH AUTHORITY HAVING JURISDICTION, OR IN THE ABSENCE OF A PRESCRIBED METHOD, THE PROCEDURE IN EITHER AWWA C651 OR AWWA C652 OR AS FOLLOWS:

FLUSH OUT SYSTEM FIRST, THEN HOLD A SOLUTION MIXTURE OF 50 PPM OF CHLORINE/ WATER FOR A 24 HOUR PERIOD OR THE SYSTEM SHALL BE FILLED WITH WATER/CHLORINE SOLUTION CONTAINING NOT LESS THAN 200 PPM OF CHLORINE AND ALLOWED TO STAND FOR AT LEAST 3 HOURS. DRAIN SYSTEMS AND FLUSH WITH CLEAN WATER UNTIL THE CHLORINE IS FLUSHED FROM THE SYSTEM.

CHLORINATION PROCEDURES SHALL CONFORM TO AWWA C651 OR AWWA C652. REPEAT CHLORINATION AS NECESSARY UNTIL NO CONTAMINANTS REMAIN IN THE SYSTEM.

PROVIDE PIPE CONTENT AND FLOW DIRECTION IDENTIFICATION LABELS EQUAL TO SETON SETMARK ON ALL PIPE MAINS, ADJACENT TO EACH VALVE, AT EACH FITTING, AT BUILDING ENTRANCE AT LEAST ONCE IN EACH ROOM AND AT INTERVALS OF NOT LESS THAN 20 FEET. TEXT TO BE 2" HIGH ON PIPES 4" AND LARGER AND 3/4" HIGH ON PIPES 3" AND SMALLER.

PROVIDE VALVE TAGS FOR EACH VALVE. TAGS ARE TO BE AT LEAST 1" DIAMETER, 1/8" THICK LAMINATED PLASTIC WITH 3/8" HIGH BLACK CHARACTERS ON WHITE FACE OR ENGRAVED BRASS. ATTACH TAGS WITH "S" HOOKS. CONSECUTIVELY NUMBER WITH PREFIX "HP". AT COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE REPRODUCIBLE TRANSPARENCY "AS-BUILT" DRAWINGS OF ALL PLUMBING WORK.

PLUMBING MATERIALS

UNDERGROUND SEWERS AND VENTS SHALL BE STANDARD WEIGHT CAST IRON SOIL PIPE WITH COMPRESSION TYPE FITTINGS OR SCHEDULE 40 PVC.

ABOVEGROUND WASTE AND VENT PIPING SHALL BE CAST IRON WITH NO-HUB JOINTS OR SCHEDULE 40 GALVANIZED STEEL, SCHEDULE 40 PVC MAY BE USED ABOVEGROUND WHERE CODE PERMITS. ALL PIPING IN RETURN AIR PLENUMS SHALL BE FLAME SPREAD RATED WITH MAXIMUM FLAME SPREAD RATING OF 25 AND SMOKE DEVELOPED RATING OF 50 OR LESS.

DOMESTIC WATER PIPING 2-1/2" AND SMALLER SHALL BE TYPE "L" HARD DRAWN COPPER WITH LEAD-FREE SOLDER TYPE FITTINGS AND/OR PEX TUBING MEETING THE REQUIREMENTS OF ASTM876 AND APPROVED BY LOCAL AUTHORITIES . 3" AND LARGER SHALL BE THE SAME MATERIAL AS THE WATER SERVICE, DUCTILE IRON MEETING ASTM A377 OR OTHER AS APPROVED BY THE LOCAL WATER DEPARTMENT. REFER TO CIVIL ENGINEERING DRAWINGS AND SPECIFICATIONS. ALL UNDERFLOOR PIPING IS TO BE TYPE "K" COPPER WITH NO JOINTS.

NATURAL GAS PIPING: STD WEIGHT BLACK STEEL, FABRICATED AND INSTALLED IN ACCORDANCE WITH "NFPA 54" AND "ASTM A55" PROVIDE SCREWED GALVANIZED MALLEABLE IRON FITTING IN ACCORDANCE WITH ANSI B16.3 CLASS 150. CONNECT GAS PIPING WITH DRIPLEGS AND SHUT OFF GAS VALVE, COMPLY WITH MANUFACTURERS INSTRUCTIONS.

WATER, SEWER AND VENT PIPING SHALL BE SUPPORTED FROM THE BUILDING STRUCTURE ON CLEVIS TYPE HANGERS SPACED IN ACCORDANCE WITH ABHRAE GUIDE RECOMMENDATIONS. PIPE SUPPORT SPACING FOR NATURAL GAS PIPING SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL FUEL GAS CODE.

THE PLUMBING TRADES SHALL BE RESPONSIBLE FOR THE FIRE-STOPPING OF ALL HOLES ASSOCIATED WITH THE PLUMBING IN FIRE RATED WALLS, FLOORS AND ROOF.

WRAP EACH RISER, PIPE, ETC., WITH NON-COMBUSTIBLE MATERIAL AND FILL ALL FLOOR OPENINGS WITH A MINIMUM OF 5" OF INTUMESCENT FIRE-STOPPING MATERIAL EQUAL TO 3M OR FIBERFRAX "FIRE PUTTY". PIPES REQUIRING INSULATION SHALL BE INSULATED BEFORE PLACING FIRE-STOPPING MATERIAL.

SLEEVE ALL PIPING PASSING THROUGH STRUCTURAL FOUNDATIONS.

PLUMBING SPECIALTIES

PLUMBING SPECIALTIES SHALL BE JOSAM, JR SMITH, WADE, MIFAB, SIOUX CHIEF OR ZURN.

CLEANOUTS:THREADED BRASS PLUGS WITH ZURN Z-1460-S STAINLESS STEEL COVER IN WALLS AND Z-1400-2 NICKEL BRONZE SCORIATED COVER IN FLOORS.

FLOOR DRAINS: SEE PLUMBING FIXTURE SCHEDULE.

CONTRACTOR HAS THE OPTION OF USING TRAP PRIMERS OR TRAP SEAL DEVICES AS FOLLOWS:

TRAP SEALS SHALL BE PROVIDED FOR ALL FLOOR DRAINS, FLOOR SINKS AND OTHERS TO PREVENT TRAP EVAPORATION. SEALS SHALL BE EQUAL TO SURESEAL, SIZED TO MATCH THE DRAIN TRAP.

TRAP PRIMERS SHALL BE MIFAB, SMITH OR ZURN Z-1022 "SANI-GARD", ALL BRONZE BODY WITH INTERNAL VACUUM BREAKER, ANTI-BACK-SIPHON DESIGN, NON-LIMING OPERATING ASSEMBLY, REPLACEABLE VALVE SEAT, GASKETED BRONZE COVER, CHROME PLATED FINISH. LOCATE TRAP PRIMER VALVES ON THE NEAREST DOMESTIC COLD WATER MAIN SERVING THE SPACE AND PIPE TO FLOOR DRAIN TRAP PRIMER CONNECTION.

PROVIDE HEAT TRAPS IN BOTH HOT AND COLD WATER PIPE RISERS AT WATER HEATERS UNLESS TRAPS ARE INTEGRAL WITH THE HEATERS.

PLUMBING FIXTURES

PLUMBING FIXTURES SHALL BE AS MANUFACTURED BY AMERICAN STANDARD, CRANE, DELTA, KOHLER, SLOAN OR MANSFIELD COMPLETE WITH ALL STANDARD ACCESSORIES. FIXTURES TO BE WHITE VITREOUS CHINA UNLESS NOTED.

PLUMBING FIXTURES FOR PHYSICALLY HANDICAPPED USE SHALL BE MOUNTED AND PIPED PER STATE OF MICHIGAN "BARRIER FREE CODE"

(ADA) REQUIREMENTS AND PROVIDED WITH DELTA, LEONARD, POWERS "HYDROGUARD" SERIES 480 BRASS SCREWED) OR WATTS MIV SWEAT JOINT

OR THREADED UNION TEMPERING VALVES TO SUPPLY MAXIMUM 110 DEGREE HOT WATER. PROVIDE ADJUSTMENT CAP WITH LOCKING FEATURE. VALVES SHALL COMPLY WITH ASSE 1070 STANDARD.

JOINTS BETWEEN PLUMBING FIXTURES AND WALLS OR COUNTERTOPS SHALL BE FILLED WITH WHITE PLASTIC SEAM COMPOUND EQUAL TO DE WITT "TUB AND TILE CAULK".

FAUCETS AND CONTROL VALVES SHALL BE AS MANUFACTURED BY DELTA, SPEAKMAN, SYMMONS, LEONARD, AMERICAN STANDARD, KOHLER, MOEN, GROHE OR CHICAGO FAUCET. CHROME PLATED ALL METAL UNLESS OTHERWISE NOTED. FLUSH VALVES SHALL BE CHROME PLATED AS MANUFACTURED BY SLOAN, SPEAKMAN, DELTA OR ZURN.

5. DUCTWORK AND ACCESSORIES:

GENERAL

SUPPLY, RETURN AND EXHAUST AIR DUCTWORK SHALL BE GALVANIZED STEEL, CONSTRUCTED OF PROPER PRESSURE CLASSIFICATION GAUGES AND INSTALLED IN ACCORDANCE WITH SMACNA STANDARDS. MINIMUM 2" PRESSURE RATING FOR LOW VELOCITY SYSTEMS.

RECTANGULAR DUCT JOINTS SHALL BE CONNECTED WITH DUCTMATE 25/35/45 JOINT SYSTEMS THAT UTILIZE ROLL-FORMED FLANGES, CORNER PIECES, GASKET AND CLEAT. DUCT FLANGES SHALL BE THOROUGHLY REMOVED, SEAL ALL JOINTS WITH UL 181 B-M LISTED JOINT SEALANT EQUAL TO DUCTMATE PROSEAL, HARDCAST OR AIRSEAL FOR THE APPROPRIATE PRESSURE CLASSIFICATION, TEMPERATURE AND WEATHER-RESISTANCE.

ROUND DUCT FITTINGS AND ELBOWS SHALL BE JOINED USING SLIP-JOINT FITTINGS, FITTING SHALL HAVE A STOP BEND TO LOCATE FITTING INSIDE PIPE. ALL PIPE TO PIPE CONNECTIONS REQUIRE A SLIP COUPLING THAT FITS INSIDE BOTH MATING SECTIONS. SEAL ALL JOINTS WITH UL

RP-A AND F 120/208V. 3 PHASE 4 WIRE 100A. MCB

NO	LOAD DESCRIPTION	LOAD IN KILO-VOLT-AMPS A/C	HTG	KIT	MIS	MTS	RCP	LTG	CB	P	CKT	PH	CKT	P	CB	LOAD IN KILO-VOLT-AMPS LTG	RCP	MTS	MIS	KIT	HTG	A/C	LOAD DESCRIPTION	NO
1	LIGHTING							0.65	20	1	1	A	2	1	20		0.18						RECEPTACLE	2
3	RECEPTACLES						0.90		20	1	3	B	4	1	20				0.10				WH-1	4
5	TYPICAL FOR HVAC-1 AND 6	1.78							30	2	5	C	6	1	20	1.00							SIGN	6
7			1.78								7	A	8	1	20								SPARE	8
9	SPARE								20	1	9	B	10	1	20								SPARE	10
11	SPARE								20	1	11	C	12	1	20								SPARE	12
13	SPARE								20	1	13	A	14	1	20								SPARE	14
15	SPARE								20	1	15	B	16	1	20								SPARE	16
17	SPARE								20	1	17	C	18	1	20								SPARE	18
19	SPARE								20	1	19	A	20	1	20								SPARE	20
21	SPARE								20	1	21	B	22	1	20								SPARE	22
23	SPARE								20	1	23	C	24	1	20								SPARE	24
25	SPARE								20	1	25	A	26	1	20								SPARE	26
27	SPARE								20	1	27	B	28	1	20								SPARE	28
29	SPARE								20	1	29	C	30	1	20								SPARE	30
31	SPARE								20	1	31	A	32	1	20								SPARE	32
33	SPACE								20	1	33	B	34	1	20								SPACE	34
35	SPACE								20	1	35	C	36	1	20								SPACE	36
37	SPACE								20	1	37	A	38	1	20								SPACE	38
39	SPACE								20	1	39	B	40	1	20								SPACE	40
41	SPACE								20	1	41	C	42	1	20								SPACE	42

CONNECTED KILO-VOLT-AMPS LOAD TYPE	A	B	C	TOTAL
MOTORS (MTS)	0	0	0	0
MISCELLANEOUS (MIS)	0	0	0	0
HEATING (HTG)	2	0	0	2
AIR CONDITIONING (A/C)	0	0	2	2
KITCHEN	0	0	0	0
RECEPTACLES	0	1	0	1
LIGHTING	1	0	1	2
CONNECTED kVA (phase)	3	1	3	6
CONNECTED AMPS (phase)	13	5	13	18
CONNECTED AMPS (L-N)	22	8	23	

DEMAND FACTORS
0.65
1.00
0.65
0.65
0.65
NEC220
1.00

DEMAND KILO-VOLT-AMPS LOAD TYPE	A	B	C	TOTAL
MOTORS	0	0	0	0
MISCELLANEOUS	0	0	0	0
HEATING	1	0	0	1
AIR CONDITIONING	0	0	1	1
KITCHEN	0	0	0	0
RECEPTACLES	0	1	0	1
LIGHTING	1	0	1	2
DEMAND kVA	2	1	2	5
DEMAND AMPS (phase)	10	5	10	14
DEMAND AMPS (L-N)	17	8	18	

	ACCESSORIES
X	SURFACE
	FLUSH
	NEMA ENCLOSURE TYPE NUMBER
	ISOLATED GROUND BUS
	HANDLE ATTACHMENT
	ARC-FAULT PROTECTION
	EQUIPMENT GROUND BAR
	BUS MATERIAL
	ALARM SWITCHES
	SHUNT TRIP CIRCUIT BREAKER
	GROUND FAULT INTERRUPTER

RP-B, C, D AND E 120/208V. 3 PHASE 4 WIRE 100A. MCB

NO	LOAD DESCRIPTION	LOAD IN KILO-VOLT-AMPS A/C	HTG	KIT	MIS	MTS	RCP	LTG	CB	P	CKT	PH	CKT	P	CB	LOAD IN KILO-VOLT-AMPS LTG	RCP	MTS	MIS	KIT	HTG	A/C	LOAD DESCRIPTION	NO
1	LIGHTING							0.65	20	1	1	A	2	1	20		1.08						RECEPTACLE	2
3	RECEPTACLES						0.90		20	1	3	B	4	1	20				0.10				WH-1	4
5	TYPICAL FOR HVAC-2, 3, 4 AND 5	1.04							15	2	5	C	6	1	20								SPARE	6
7			1.04								7	A	8	1	20								SPARE	8
9	SPARE								20	1	9	B	10	1	20								SPARE	10
11	SPARE								20	1	11	C	12	1	20								SPARE	12
13	SPARE								20	1	13	A	14	1	20								SPARE	14
15	SPARE								20	1	15	B	16	1	20								SPARE	16
17	SPARE								20	1	17	C	18	1	20								SPARE	18
19	SPARE								20	1	19	A	20	1	20								SPARE	20
21	SPARE								20	1	21	B	22	1	20								SPARE	22
23	SPARE								20	1	23	C	24	1	20								SPARE	24
25	SPARE								20	1	25	A	26	1	20								SPARE	26
27	SPARE								20	1	27	B	28	1	20								SPARE	28
29	SPARE								20	1	29	C	30	1	20								SPARE	30
31	SPARE								20	1	31	A	32	1	20								SPARE	32
33	SPACE								20	1	33	B	34	1	20								SPACE	34
35	SPACE								20	1	35	C	36	1	20								SPACE	36
37	SPACE								20	1	37	A	38	1	20								SPACE	38
39	SPACE								20	1	39	B	40	1	20								SPACE	40
41	SPACE								20	1	41	C	42	1	20								SPACE	42

CONNECTED KILO-VOLT-AMPS LOAD TYPE	A	B	C	TOTAL
MOTORS (MTS)	0	0	0	0
MISCELLANEOUS (MIS)	0	0	0	0
HEATING (HTG)	1	0	0	1
AIR CONDITIONING (AC)	0	0	1	1
KITCHEN	0	0	0	0
RECEPTACLES	1	1	0	2
LIGHTING	1	0	0	1
CONNECTED kVA (phase)	3	1	1	5
CONNECTED AMPS (phase)	13	5	5	13
CONNECTED AMPS (L-N)	23	8	9	

DEMAND FACTORS
0.65
1.00
0.65
0.65
NEC220
1.00

DEMAND KILO-VOLT-AMPS LOAD TYPE	A	B	C	TOTAL
MOTORS	0	0	0	0
MISCELLANEOUS	0	0	0	0
HEATING	1	0	0	1
AIR CONDITIONING	0	0	1	1
KITCHEN	0	0	0	0
RECEPTACLES	1	1	0	2
LIGHTING	1	0	0	1
DEMAND kVA	2	1	1	4
DEMAND AMPS (phase)	12	5	3	11
DEMAND AMPS (L-N)	20	8	6	

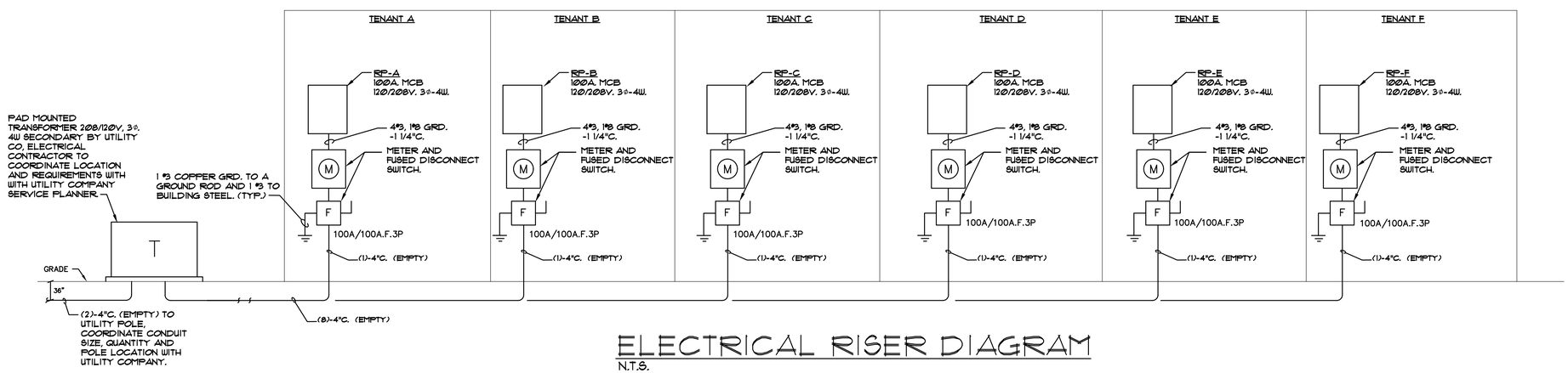
	ACCESSORIES
X	SURFACE
	FLUSH
	NEMA ENCLOSURE TYPE NUMBER
	ISOLATED GROUND BUS
	HANDLE ATTACHMENT
	ARC-FAULT PROTECTION
	EQUIPMENT GROUND BAR
	BUS MATERIAL
	ALARM SWITCHES
	SHUNT TRIP CIRCUIT BREAKER
	GROUND FAULT INTERRUPTER

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION
"DL"	LED DOWNLIGHT FIXTURE AS SELECTED BY OWNER.
"TL"	TRACK LIGHT FIXTURE AS SELECTED BY OWNER.
"LI"	LED WALL SCONCE LIGHT FIXTURE, FINISH AS SELECTED BY ARCHITECT, FIXTURE AS SELECTED BY OWNER
"L2"	LED WALL MOUNTED SIGN LIGHT FIXTURE AS SELECTED BY OWNER.
"EBU"	SURFACE CEILING MOUNTED BATTERY OPERATED 6V. LED EMERGENCY LIGHTING FIXTURE, SEALED BATTERY, SOLID STATE CHARGER, TEST SWITCH & PILOT LIGHT, MVOLT, LITHONIA: EUC2C-HO OR APPROVED EQUAL.
"XA"	COMBINATION EXIT/EMERGENCY LED FIXTURE WITH 6V DC, HIGH OUTPUT BATTERY, TWO EMERGENCY HEADS AND EXTERIOR LED REMOTE HEAD, WHITE HOUSING. RED LETTERS, 2-LED HEADS, MVOLT, LITHONIA QUANTUM SERIES ELA-QWP

ELECTRICAL LEGEND

SYMBOL	TYPE	DESCRIPTIONS
$		SWITCH
$3		THREE WAY SWITCH
$OS		SWITCH WITH BUILT-IN OCCUPANCY SENSOR
		DUPLEX RECEPTACLE
		DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER
		DATA OUTLET
		2x4 LED LIGHT FIXTURE
		RECESSED CEILING LED LIGHT DOWNLIGHT
		MOTOR
	"EM"	EMERGENCY LIGHT FIXTURES, UNIVERSAL MOUNT, 2-LED HEADS, BUILT-IN BATTERY/CHARGER
	"X"	EXIT SIGN, BUILT-IN BATTERY/CHARGER, 2-LED HEADS
OS		CEILING MOUNTED OCCUPANCY SENSOR



ELECTRICAL RISER DIAGRAM

N.T.S.

STATE OF MICHIGAN
TIMOTHY JAY FOUGHT
ARCHITECT
No. 1301056975
LICENSED ARCHITECT

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PROJECT
SPEC OFFICE SPACE
3462 3478 GREENFIELD RD
BERKLEY, MI

SUBJECT
ELECTRICAL RISER DIAGRAM, SCHEDULE & SYMBOL LIST

ARCHITECTS
T. FOUGHT & ASSOCIATES LLC
24045 WOODLAND DR, SOUTHFIELD, MI 48034
(248) 514-7612

ISSUED:
BIDS & PERMITS
05/24/2022

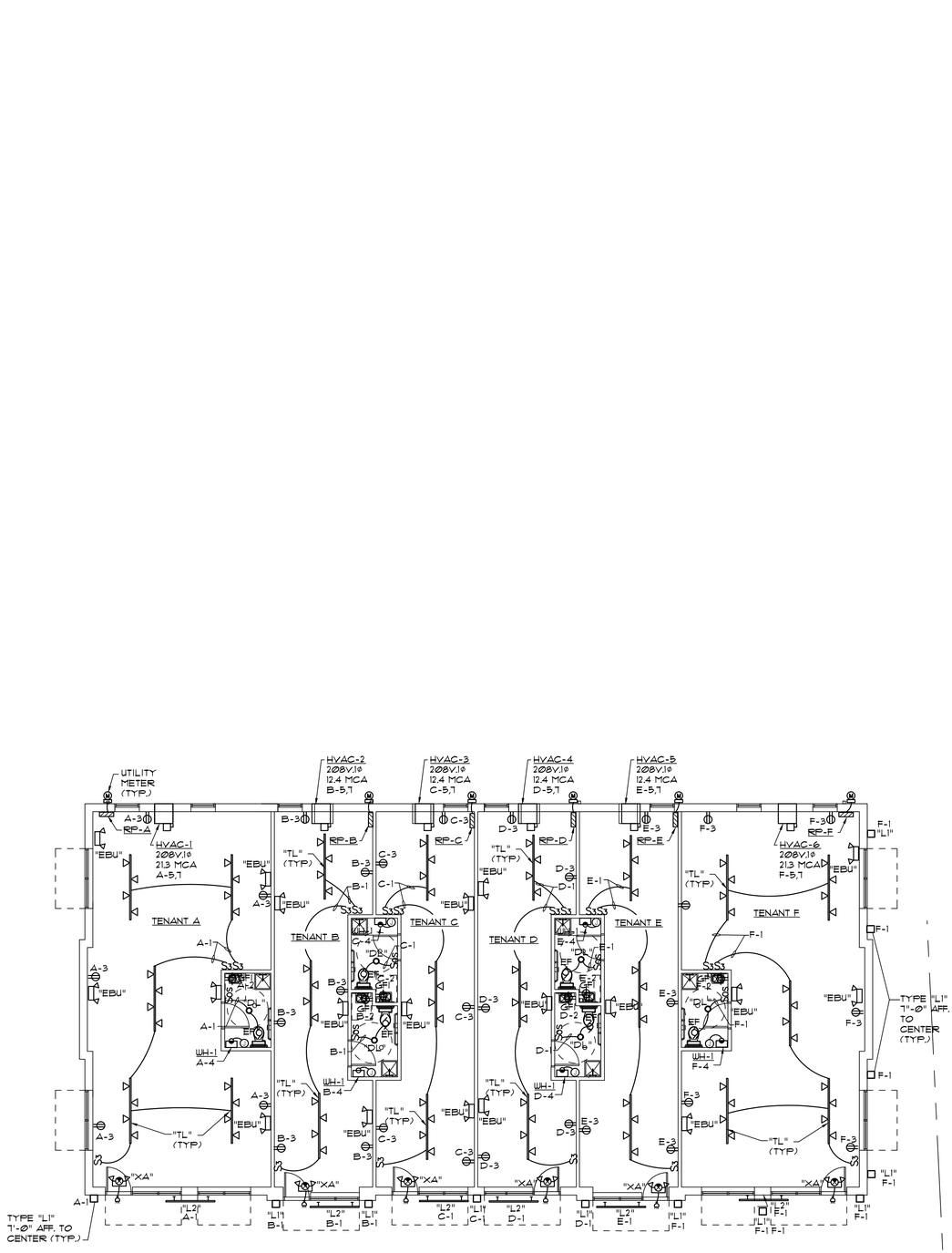
DRAWN	T.J.F.
DESIGNED	T.J.F.
APPROVED	T.J.F.
BIDS	
CONSTR	

DO NOT SCALE PRINTS - USE FIGURED DIMENSIONS ONLY

JOB NO.
T2021024

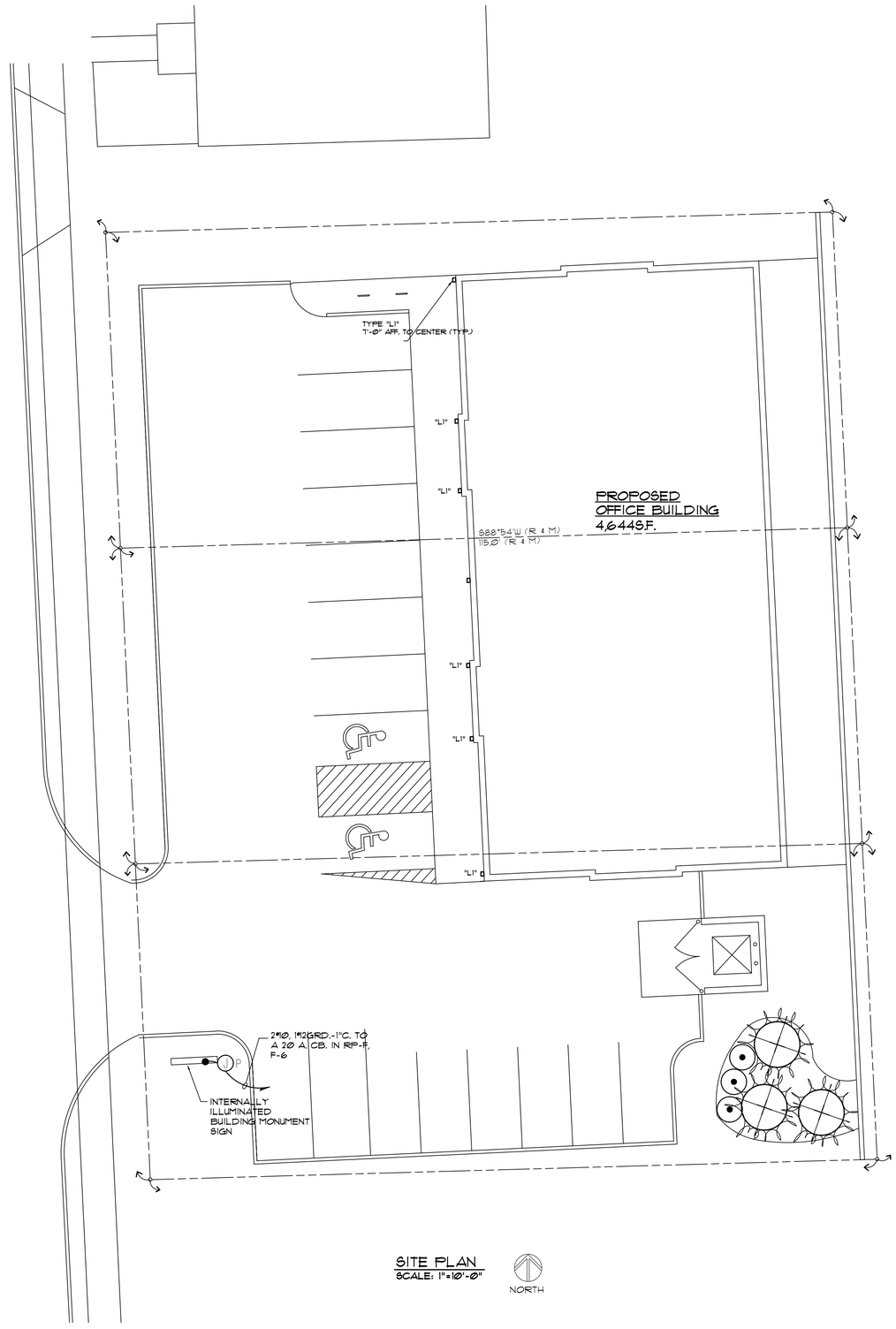
SHEET
E.0

34 GREENFIELD OFFICE



ELECTRICAL FLOOR PLAN
SCALE: 1/8"=1'-Ø"

NORTH



SITE PLAN
SCALE: 1"=1Ø'-Ø"

NORTH

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PROJECT
SPEC OFFICE SPACE
3462 3478 GREENFIELD RD
BERKLEY, MI

SUBJECT
SITE PLAN LIGHTING
LIGHTING & POWER
PLANS

ARCHITECTS
T. FOUGHT & ASSOCIATES LLC
24045 WOODLAND DR, SOUTHFIELD, MI 48034
(248) 514-7612

ISSUED:
BIDS & PERMITS
05/24/2022

DRAWN	T.J.F.
CHECKED	T.J.F.
APPROVED	T.J.F.
BIDS	
CONSTR.	

DO NOT SCALE PRINTS - USE FIGURED DIMENSIONS ONLY

JOB NO.
T2021024

SHEET
E.1

STATE OF MICHIGAN
TIMOTHY JAY FOUGHT
ARCHITECT
No. 1301056975
LICENSED ARCHITECT

34 GREENFIELD OFFICE

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

NOTICE OF PUBLIC MEETING
BERKLEY PLANNING COMMISSION

NOTICE IS HEREBY GIVEN, in accordance with Section 3.09 of Chapter 138 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, September 23, 2025** at 7:00pm, or as near thereto as the matter may be reached.

APPLICATION PSU-04-25

Blue RX, LLC is requesting Special Land Use approval to occupy a tenant space for retail pharmacy use at 3462 Greenfield Rd. – Parcel 25-07-355-043 in the Residential Corridor District.

The complete application information is available for review at https://berkleymi.gov/community-development/development-projects.

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 Community Development Department or emailed to planning@berkleymi.gov before 5:00p.m on the date of the Planning Commission meeting.

You can watch the meeting: https://www.youtube.com/user/cityofberkley

KRISTEN KAPELANSKI
COMMUNITY DEVELOPMENT DIRECTOR

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

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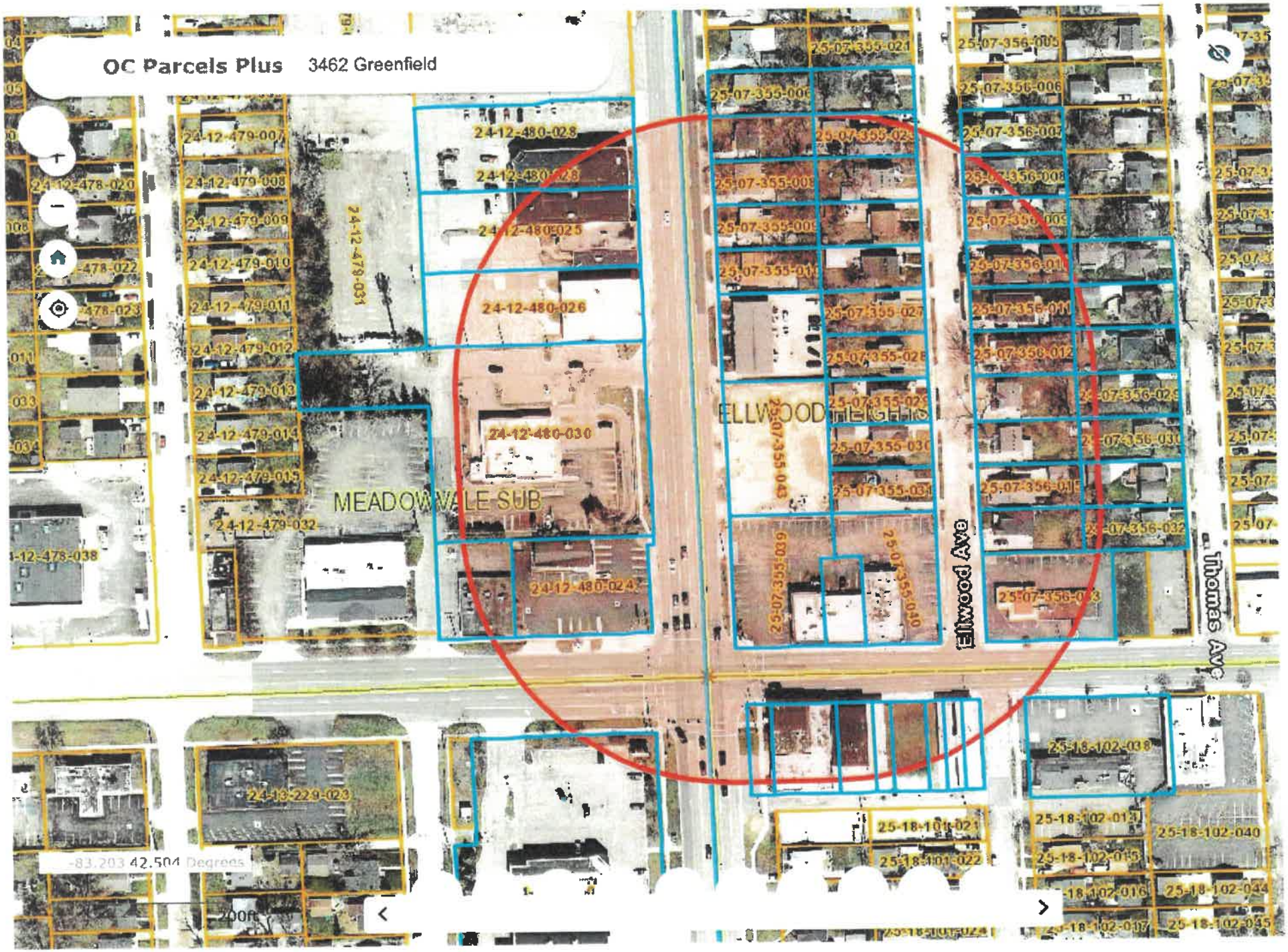
You can watch the meeting: https://www.youtube.com/user/cityofberkley

KRISTEN KAPELANSKI
COMMUNITY DEVELOPMENT DIRECTOR

Publish Once:
Royal Oak Tribune
Friday, September 5, 2025


OC Parcels Plus
3462 Greenfield
24-12-480-028
24-12-480-025
24-12-480-026
24-12-480-030
24-12-480-024
24-12-479-031
MEADOWVALE SUB
ELLWOOD HEIGHTS
Ellwood Ave
Thomas Ave
24-13-229-023
25-18-102-038
25-18-101-021
25-18-101-022
25-18-102-040
25-18-102-044
25-18-102-045
-83.203 42.504 Degrees
200ft

Bacon Blvd
Elwoo
Thoma
Bacon Ave
Phillips Ave

R-17-25

A RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
APPROVING THE AMENDED INVESTMENT POLICY

WHEREAS: Public Act 196 of 1997 amends Public Act 20 of 1943 regarding the investment of funds held by the City; and

WHEREAS: The amended Act 20 requires that governmental units adopt a policy to guide the investment; and

WHEREAS: The Treasurer recommends, with the concurrence of the City Manager that the following updated policy be adopted to satisfy the requirements of the law.

NOW THEREFORE BE IT RESOLVED:

SECTION 1: The Berkley City Council hereby approves the amended investment policy

Introduced and Passed at a regular City Council Meeting on Monday, October 6, 2025.

_____
Bridget Dean, Mayor

Attest:

_____
Victoria Mitchell, City Clerk

CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Mayor Dean and City Council
From: Carl Johnson, Finance Director

Date: *October 6, 2025*
Subject: Amended Investment Policy

Madam Mayor and Members of City Council,

Background
As part of the overall review and updating of all policies and procedures in the finance/treasury department, a revised investment policy has been prepared for review and approval by the mayor and city council.

Summary

- The last time the investment policy was amended was in January, 2017 (see attached)
- The current policy was minimal in nature and the proposed revised policy has been expanded with the goal of being an all-inclusive policy
- The proposed revised policy continues to ensure the City remains compliant with Public Act 20 of 1943

Recommendation
Approval of a resolution adopting the amended investment policy.

City of Berkley
Oakland County
MICHIGAN

INVESTMENT POLICY

1.0 POLICY:

The City of Berkley's investment officer will invest public funds in a manner consistent with this policy. Investments shall be timed to meet the daily cash flow demands of the city, while at all times conforming to state statutes and local ordinances governing the investment of public funds.

2.0 SCOPE:

This investment policy applies to the investment activities of the City of Berkley. Funds that are accounted for in the city financial report include:

A) General Fund
B) Special Revenue Funds
C) Debt Service Funds
D) Capital Project Funds
E) Permanent Funds
F) Enterprise Funds
G) Trust and Agency Funds
H) Component Units
I) Any new fund created by the city council, unless specifically exempted

This policy does not cover investment activities of pension fund, retiree health care or deferred compensation monies in the event the city ever privatizes these retirement programs.

3.0 PRUDENCE:

The standard of prudence to be applied by the investment officer shall be the "prudent person" rule which states; "Investments shall be made with judgment and care - under circumstances then prevailing - which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived." The prudent person rule shall be applied in the context of managing the overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price change, provided deviations from expectations are reported to the treasurer in a timely fashion and appropriate action is taken to control adverse developments.

4.0 ETHICS AND CONFLICT OF INTEREST:

Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City of Berkley.

5.0 OBJECTIVES:

Funds of the City of Berkley will be invested in accordance with Michigan Public Act 20 of 1943 as amended and in accordance with the following objectives, procedures and policy.

A) Safety of Capital - Safety of principal will be the foremost objective of the City of Berkley. Each investment transaction shall seek to first ensure that capital losses are avoided whether they are from defaults or erosion of market value.

B) Liquidity - The City's investment portfolio will remain sufficiently liquid to enable the city to meet all operating requirements that might be reasonably anticipated.

C) Return on Investment - The investment portfolio of the City of Berkley shall be designed in a manner to attain a market rate of return throughout budgetary and economic cycles while preserving and protecting capital.

D) Protection of Purchasing Power - Funds held for capital projects shall be invested so that they can reasonably be expected to produce enough income to offset inflationary construction cost increases. However, such funds shall never be exposed to risks that would jeopardize the asset's capital value or be in conflict with state law.

E) Maintain the Public's Trust - All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. In addition, the overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. Investment officials shall also avoid any transaction that might knowingly impair public confidence in the City of Berkley's ability to govern effectively. Investment officers should have sufficient knowledge of financial markets and investment management, and should not be delegated to persons without proper credentials. Minimum credentials should include a four-year degree in finance or related area by an accredited college or university.

6.0 DELEGATION OF AUTHORITY:

The City Treasurer and Deputy Treasurer shall be designated as the "Investment Officers" for the City of Berkley and are responsible for investment decisions and activities. No person, including the Investment Officers, shall engage in investment transactions on behalf of the city except as provided under the terms of this policy and the administrative procedures as established by the City Treasurer.

7.0 QUALIFIED INSTITUTIONS:

The city shall maintain a listing of financial institutions that are approved for investment purposes. Banks shall provide, at minimum, their annual financial statements. The city shall conduct an annual evaluation of each bank's credit worthiness to determine whether it should be on the "Qualified Institution" listing.

When making a decision on the credit worthiness of a particular financial institution, rating agencies, the annual financial statement, reports, and other independently secured information on the financial health of the institution shall be taken into account. Any financial institution not posting a rating of one of the 2 highest classifications by one of the national rating organizations shall not be used for debt investments secured by their own credit worthiness.

Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers or be non-primary reporting dealers that have net capital equal to or greater than twice the amount required by the Securities and Exchange Commission's net capital rule. All security dealers must complete a Broker/Dealer Questionnaire that includes no less than the following:

A) Name, address, and federal ID number of the parent firm;

B) Address of the local office doing business with the City of Berkley;

C) The name and license number of the primary representative that will be conducting business with the city;

D) A listing of all other personnel who will be offering, bidding, and quoting securities to the City of Berkley authorized investment officer;

E) Whether the firm is a primary dealer in U.S. Government Securities;

F) The previous three years audited financial statement;

G) A list of other public-sector clients;

H) An explanation of the firm's precautions taken, if any, to protect the interests of the public when dealing with governmental agencies;

I) And the following authorizations:

a) Whether or not any public-sector clients ever sustained a loss on a security transaction where the public sector client made a claim that the loss was due in whole or in part from a misunderstanding or misrepresentation of the risk characteristics of the instrument?

b) Whether any of their public-sector clients ever had to report a realized loss equaling more than 10% of the original purchase price on an investment purchased from your firm within a single year.

c) Whether their firm, or any of their employees doing business with the City of Berkley, ever been subject to a regulatory, state or federal agency investigation for the alleged improper, fraudulent, disreputable or unfair activities related to the sale or purchase of a security, government obligation, agency, or pooled/fund type investment.

d) Whether a public-sector client of theirs ever claimed in writing that their firm was responsible for an investment loss?

e) How many investments offered to public sector clients failed last month? Last year?

f) Whether their firm consistently complied with, and is currently in conformance with, the Federal Reserve Bank's Securities Exchange Commission's capital adequacy guidelines. Have they ever exceeded the capital adequacy guidelines? Does the firm have a policy on the amount of capital to be used for this purpose? If your firm has fallen short within the past three years, by how much and for how long was each period?

g) Whether they participate in the SIPC insurance program?

All qualified security dealers must acknowledge receipt of a copy of this policy in writing on their official letterhead before any transactions can be completed.

8.0 INSTRUMENTS:

In accordance with Michigan Public Act 20 of 1943 as amended, the surplus funds of the City of Berkley will be invested as follows:

(A) In bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.

(B) In certificates of deposit, savings accounts, deposit accounts, or depository receipts of a bank or a savings and loan association which is a member of the Federal Deposit Insurance Corporation or a credit union which is insured by the National Credit Union Administration. The bank, savings and loan association or credit union must be eligible to be a depository of surplus funds belonging to the State.

(C) In commercial paper rated at the time of purchase within the highest classification established by not less than two standard rating services and which matures not more than 270 days after the date of purchase.

(D) In United States government or federal agency obligation repurchase agreements. Repurchase agreements shall be negotiated only with dealers or financial institutions with which the city has negotiated a Master Repurchase Agreement. Repurchase Agreements must be signed with the bank or dealer and must contain provisions similar to those outlined in the Public Security Association's model Master Repurchase Agreement.

(E) In bankers' acceptances of United States banks.

(F) Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.

(G) Mutual funds registered under the investment company act of 1940, title I of Michigan chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-3 and 80a-4 to 80a-64, with authority to purchase only investment vehicles that are legal for direct investment by a public corporation. Included in this authorization are mutual funds that have net asset values (NAV) that fluctuate or can fluctuate on a periodic basis. A mutual fund is not disqualified as a permissible investment solely by reason of either of the following:

(a) The purchase of securities on a when-issued or delayed delivery basis.

(b) The ability to lend portfolio securities as long as the mutual fund receives collateral at all times equal to at least 100% of the value of the securities loaned.

(c) The limited ability to borrow and pledge a like portion of the

portfolio's assets for temporary or emergency purposes.

(d) Investment pools organized under the surplus funds investment pool act, 1982 PA 367, 129.111 to 129.118.

(e) Obligations described in (a) through (g) if purchased through an interlocal agreement under the urban cooperation act of 1967, 1967(Ex Sess) P.A. 7, MCL 124.501 to 124.512.

(H) The investment of Retiree Health Care funds pursuant to Act 149 PA 1999, as allowed under Section 13 of Public Act 314, in assets that are generally permissible for the investment of pension funds. This would include investments in equities and other financial instruments that provide historically higher returns in exchange for an increase in investment risk. Investment risk is defined here as risk in capital market fluctuating (loss of value), risk in investment return (fluctuations in income producing products), and the possible loss of capital (underlying assets becoming worthless).

For purposes of this section, the objectives listed in section 5 shall be altered in that the return on investment shall be of primary concern, followed by safety of capital and liquidity.

(I) The investment pools organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150.

Although permitted under state law, *collateralization will not be required on all investments with the exception of repurchase or reverse repurchase agreements.* Repurchase and reverse repurchase agreements must be collateralized at 102% of the market value of principal and accrued interest. All other investments will be looked at on a case-by-case basis taking into account liquidity, safety and yield.

9.0 INVESTMENT POOLS

Any investment into a pooled type account can only be made after the Investment Officer has completed a thorough investigation. After the initial investment has been approved, the investment officer must continue to monitor the account, reviewing the account's suitability as an investment vehicle. Due diligence by the Investment Officer is required. When reviewing the pooled account, the investment officer shall take into account the following:

A) A detailed description of eligible investments made by the pool or fund;

B) A written statement of the investment policy and the pool or fund objectives;

C) A description of interest calculations and how interest is distributed;

D) An explanation on how the fund will handle gains and losses within the fund;

E) A description on how the funds will be safeguarded, and how often the underlying securities will be marked-to-market;

F) Who will audit the fund or pool and how often;

G) An explanation of who will be able to invest in the fund, how often investments can be made, and what size limitations, if any, will be in effect for the fund;

H) A schedule for receiving statements and portfolio listings;

I) A fee schedule, explaining how and when the fees will be assessed;

J) Whether the fund will be able to receive bond proceeds, and whether they will accept bond proceeds;

K) Does the pool or fund utilize any type of reserves or a retained earnings account? If so, how does this effect the interest earnings of the participants?

10.0 SAFEKEEPING AND DELIVERY-VS-PAYMENT:

All securities purchased by the City of Berkley shall be properly designated as an asset of the city and held in safekeeping. No withdrawal of such securities, in whole or in part, shall be made from safekeeping except by the Treasurer or Deputy Treasurer as authorized herein.

The State of Michigan does not require collateralization of public funds. However, all security transactions having a value greater than SPIC or other applicable insurance shall be settled on a Delivery-vs-Payment (DVP) basis. A Trust or Safekeeping Receipt and proof of the applicable insurance will be required. Non-negotiable, non-collateralized Certificates of Deposit, as allowed under the law in the State of Michigan, shall be evidenced by a Safekeeping Receipt from the issuing bank.

11.0 DIVERSIFICATION:

It is the objective of the City of Berkley to diversify its investment portfolios. Assets held in the common cash fund and other investment funds shall be diversified to eliminate the risk of loss resulting from over concentration of assets of a specific maturity, individual financial institution, or type of security. Diversification strategies shall be determined and

revised by the City Treasurer from time to time to meet diversification objectives (reducing overall portfolio risk while attaining market or above market average rates of return). It is also understood that temporary deviations from this objective may be necessary from time to time in order to accommodate certain financial goals and obligations.

Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (payroll, debt service), as well as considering sizable blocks of anticipated revenue (taxes, state revenue sharing payments).

Permitted pool accounts will not be limited in use except by the general limitations issued under this policy under diversification and by the liquidity/safety/yield principle.

Direct term purchases by the investment officer of repurchase agreements or Bankers Acceptances generally should not exceed 25% of the fund portfolio.

CD's shall not be limited in use within the portfolio.

12.0MATURITIES:

To the extent possible, the City of Berkley will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow requirement and approved by the City Treasurer in writing, the City will not invest in securities maturing more than ten years from the date of trade settlement. Reserve funds may be invested in securities exceeding 10 years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

13.0 INTERNAL CONTROLS:

The Treasurer shall establish a system of internal controls. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. The investment procedure, compliance, and the internal controls will be reviewed annually by the City's audit firm, an independent public accounting firm.

14.0 PERFORMANCE STANDARDS:

The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the city's investment risk constraints and cash flow needs. Because the investment portfolio is designed to operate on a 'hold-to-maturity' premise (or passive investment style), and because of the safety, liquidity, and yield priorities, the basis that will be used by the Treasurer to determine whether market yields are being achieved shall be the U.S. Treasury Bill maturing closest to the weighted average maturity of the City's overall portfolio.

15.0 INVESTMENT PROCEDURES

Whenever possible, all investment decisions should be made on a competitive-bid basis, selecting the investment with the highest return.

When funds become available for investment (often timed to match council approved warrants), the first step would be to review the city's cash flow requirements. Once cash flow needs have been assessed, 'model' investments of dollar amount and maturity date are made to determine an appropriate distribution. Once the dollar amounts and maturity dates are decided, a list of possible investments that most closely match amount and maturity date distributions of investible funds is gathered from the list of approved financial institutions. A review of the offerings (investment vehicles) received is then made taking into account percentage limitations of investment vehicles as described in section 8 and 11. At the same time, any investment that must be separated from the other investible funds for legal reasons are identified and separated as a separate investment. Once this has been done, diversification goals are re-reviewed as described in section 11. Final decisions are then made taking into account risk factors of the buyer, current economic conditions, future expectations and portfolio concentrations at individual financial institutions.

With the investment decision making process being fluid, there is a great deal of back and forth adjustments until the best alternatives are identified. Once the desired investments are selected, investment purchases are made and recorded.

16.0 REPORTING REQUIREMENTS:

The investment officer shall provide in writing a quarterly investment report that provides a clear picture of the status of the current investment portfolio. The management report will include comments on the current economic conditions. A brief discussion on key investment policies as they relate to the investment portfolio, diversification, and possible changes to the portfolio structure going forward shall also be included in the report.

Schedules will include a listing of securities currently held at the end of the reporting period, final maturity of each investment, earnings rate by security, book value, and market value if applicable, and percentage of portfolio by security type.

17.0 GLOSSARY OF TERMS

Please see Appendix A

18.0 EFFECTIVE DATE:

The City of Berkley investment policy shall be adopted by resolution of the City Council. The Treasurer shall review the policy at least annually. Any changes to this policy must be submitted to the City Council for approval.

Appendix A

The following is a list of terms used in this policy and the meaning to be assigned:

Banker's Acceptances	A time draft (bill of exchange) drawn on and accepted by a bank used to effect payment for merchandise sold in import - export transactions. Backed by the credit strength of the accepting bank.
Benchmark	An independent index that is used for comparison against the return of another portfolio. In our case, the benchmark used is the 6-month T-Bill rate.
Bond	In our case, federally issued and federally backed bonds having a stated coupon interest rate and maturity.
Capital Losses	Losses that occur from the sale of investments.
Capital	For our purposes, money available for investment.
Capital Gains	Gains that are experienced from the sale of investments.
Cash Flow	An analysis of all the changes that affect the cash account during the time period under consideration.
Certificates of Deposit (CD)	Debt instruments issued by banks whose interest rates are set by competitive market forces.
Commercial Paper	Debt instruments issued by highly rated large corporations. Usually multi-nationals.
Debt Funds	Funds set up to provide for the retirement of debt instruments issued by the city.
Deposit Accounts	Checking Accounts or other non-interest bearing accounts.
Diversification	Spreading of risk by putting assets into several categories of investments.
Economic Cycle	For our purposes, the general, recurring and predictable cycles experienced by the City of Berkley.

Equities	Stock in a publicly held corporation.
Equity Capital	Price paid for the stock purchase.
Financial Instrument	A marketable financial asset.
FDIC	Federal Deposit Insurance Corporation: Insurance corporation established in 1933 to guarantee depositors against loss of their deposits in member banks for up to $250,000.
Financial Markets	Securities markets in the aggregate, such as the New York Stock Exchange.
Funds	Accounting term for categorizing financial resources into use groups. Specifically for purposes of this policy, a fund will mean the money assets of this city, the investment of which is not otherwise subject to a public act of this state or bond authorizing ordinance or resolution of the city that permits investments in fewer than all of the investment options listed in section 8 "Instruments" or imposes 1 or more conditions upon an investment in an option listed in section 8.
Governing Body	For purposes of this policy, the governing body is the City of Berkley City Council.
Investment Return	The rate of return, or interest rate paid, on an investment based on a 360 day year.
Investment Officials	Finance Director/Treasurer; Deputy Treasurer
Investment Pools	Those investment pools organized under the authority of the urban cooperation act of 1967, 1967 (Ex Sess) PA7 (managed contractually), the surplus funds investment pool act, 1982 PA 367 (managed by banks), and the local government investment pool act, 1985 PA 121 (managed by county treasurer). All pools are limited to investments described in section 8.
Liquidity	How fast an investment can be turned into cash.
Market Value	Current market price of an investment as

	indicated by the latest trade record.
Market rate of return	A benchmark selected as an indicator of the market's performance as measured by the rate of return expressed as a percentage.
Mutual Funds	For the purpose of this document, a fund operated by an investment company that raises money from shareholders and invests it in legally permissible investments as provided for under the law for municipalities.
Negative Cash Flow	Times when more money is going out than is coming in.
Net Capital Rule	Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1.
Portfolio	The aggregate of the investments taken as a whole.
Positive Cash Flow	Times when more money is coming in than is being paid out.
Primary Dealers	A bank or financial institution authorized to deal directly with the Federal Reserve Bank of New York for purposes of buying and selling government securities in the Federal Reserve's Bank execution of Fed Open Market Operations.
PRINS or STRIP's	"Separate Trading of Registered Interest and Principle of Securities" A pre-stripped zero-coupon bond that is a direct obligation of the US Treasury.
Rating Service	Services that provide unbiased, third party ratings to issuers of debt. No guarantee of accuracy is provided.
Repurchase Agreements	An agreement between a seller and buyer (in U.S. government securities), whereby the seller agrees to repurchase the securities at an agreed upon price and, usually, at a stated time.

Return on Investment	See Investment Return
Risk	For purposes of this policy, risk is defined as the possible reduction of equity capital, the fluctuating in investment earnings including the possible loss of investment earnings, or the complete loss of the investment.
Securities	Any investment vehicle that can be bought and sold in the market.
TINTS	Treasury interest securities.
Trust Accounts	Money accounts that are not the property of the bank or trustee. Account assets are usually short-term in nature and deposits are interest bearing.
US Treasury Strips	Separate trading of registered interest and principal securities (coupons grouped in one pool and principal in another).
US Treasury Bonds	Similar to notes except original maturities are ten years and longer.
US Treasury Bills	Obligations of the United States Government sold at a discount from par with a specific maturity date up to a maximum maturity of one year. Interest is calculated using actual number of days over a 360-day year.
US Treasury Notes	Obligations of the United States government bearing interest payable at six-month intervals until maturity. Maturities are from one to ten years.

City of Berkley Investment Policy Addendum

List of Approved Financial Institutions

Banks:

Bank of America
Bank of Ann Arbor
Charter One Bank
Chase Bank
Comerica Bank
Fifth Third Bank
First Bank (Mt. Pleasant, MI)
First Merit Bank
Flagstar Bank
Huntington National Bank
Level One Bank
Lotus Bank
Mercantile Bank of Michigan
PNC Bank
TCF Bank
Talmer Bank and Trust
Telcom Credit Union
The Private Bank

Other Financial Service Institutions

Comerica Securities
Federated Securities Corp.
Fifth Third Securities
Huntington Investment Company
J P Morgan Chase
Michigan Cooperative Liquid Assets Securities Corporation (Michigan CLASS)
Morgan Stanley
Municipal Employees' Retirement System (MERS)
Oakland County Local Government Investment Pool
UBS Financial Services Inc.

A RESOLUTION
of the Council of the City of Berkley, Michigan
Adopting an Investment Policy for the City of Berkley

WHEREAS, Public Act 196 of 1997 amends Public Act 20 of 1943 regarding the investment of funds held by the City; and

WHEREAS, The amended Act 20 requires that governmental units adopt a policy to guide the investment process; and

WHEREAS, Finance Director recommends, with the concurrence of the City Manager that the following policy be adopted to satisfy the requirements of the law.

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

SECTION 1: The following investment policy is hereby adopted.

INVESTMENT POLICY - CITY OF BERKLEY-

I Policy

It is the policy of The City of Berkley (the "City") to invest public funds in a manner that provides significant investment income return, while preserving capital from material risk of loss, meeting cash flow requirements and conforming to all laws, regulations and local ordinances governing the investment of public funds.

II Scope

This investment policy applies to all money of the City in all current and future funds, the investment of which is not otherwise subject to state law (e.g. pension funds, retiree health care or deferred compensation monies), or subject to a bond authorizing ordinance or resolution in which permissible investments and conditions relating thereto are set forth.

III Investment Objectives

The following investment objectives, in priority order, will be applied in the management of the City's investments:

Safety:

The foremost objective of City investment activities is the preservation of capital in the overall portfolio, by managing risk.

Investment diversification will be employed unless already present by reason of the issuer's relative asset size, credit enhancements or market exposure.

Liquidity

The investment portfolio will remain sufficiently liquid to enable the City to meet operating requirements which may be reasonably anticipated.

Return on Investment

The investment portfolio of the City shall be designed in a manner to attain a market rate of return thoughout budgetary and economic cycles while preserving and protecting capital.

Maintain the Public's Trust

All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. In addition, the overall investment program shall be signed and managed with a

degree of professionalism worthy of the public trust. Investment officials shall also avoid any transaction that might knowingly impair public confidence in the City's ability to govern effectively. Investment officials should have sufficient knowledge of financial markets and investment management, and should not be delegated to persons without proper credentials. Minimum credentials should include a four-year degree in accounting/finance or a related area by an accredited college or university.

IV. Delegation of Authority

Authority to manage the City's investment program is derived from 1943 PA 20 as amended to date, and as may be amended subsequently.

The Director of Finance shall be the investment officer of the City, who shall adhere to this policy for the operation of the investment program which may include explicit delegation of authority to designated persons responsible for investment transactions.

No person may engage in an investment transaction except as provided under terms of this policy, and procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of designees.

V. Prudence

In managing the investment portfolio, the investment officer or his/her designee should avoid transactions that might impair public confidence. Investments shall be made with the judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The investment officer and designees of the City, acting in accordance with State statute, this investment policy, written procedures as may be established, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion, and appropriate action is taken to control adverse developments.

VI. Ethics and Conflicts of Interest

The investment officer and designees shall:

- Refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair, or create the appearance of impairing, their ability to make impartial investment decisions.
- Subordinate their personal investment transactions to those of the City, particularly with regard to the time of investment purchases and sales.

VII. Authorized Financial Dealers and Institutions

No public deposit shall be made except in a qualified public depository as established by State law. Any financial institution or broker/dealer that desires to become a qualified bidder for investment transactions must supply the following:

- Certification of having read the City's investment policy, the pertinent State statutes and agreement to comply therewith;
- Where applicable, proof of National Association of Security Dealers certification; and proof of State registration.

The investment officer shall immediately inform the City Manager and City Council upon receipt of any information indicating a loss or prospective loss of capital on existing investments.

VIII. Suitable Investments

Subject to the constraints identified in Section III, the investment officer may invest in any of the following investments or securities as permitted by state law:

a. Bonds, securities, and other obligations of the United States, or an agency or instrumentality of the United States.

b. Certificates of deposit, savings accounts, deposit accounts, or depository receipts of a financial institution provided the financial institution is eligible to be a depository of funds belonging to the state of Michigan.

c. Commercial paper rated at the time of purchase within the 2 highest classifications established by not less than 2 standard rating services and that matures no more than 270 days after date of purchase.

d. Repurchase agreements consisting of instruments in subdivision (a).

e. Bankers' acceptances of United States banks.

f. Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.

g. Mutual funds registered under the investment company act of 1940 15 U.S. C. 80a-1 to 80a-64, with authority to purchase only investment vehicles that are legal for direct investment by a public corporation. However, a mutual fund is not disqualified as a permissible investment solely by reason of either of the following:

   (i) The purchase of securities on a when-issued or delayed delivery basis.

   (ii) The ability to lend portfolio securities as long as the mutual fund receives collateral at all times equal to at least 100% of the value of the securities loaned.

   (iii) The limited ability to borrow and pledge a like portion of the portfolio's assets for temporary or emergency purposes.

h. Obligations described in subsection (a) through (g) if purchased through an inter-local agreement under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512

i. Investment pools organized under the surplus funds investment pool act, 1982 PA 367, MCL 129.111 to 129.118.

j. Investment pools organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150

IX Other Investment Restrictions

The investment officer is further restricted as follows:

a. Repurchase agreements shall be negotiated only with dealers or financial institutions with whom the investment officer has negotiated a Master Repurchase Agreement or with the City's primary bank. Repurchase Agreements must be signed with the bank or dealer and must contain provisions similar to those outlined in the Public Security Association's model Master Repurchase Agreement.

b. To the extent possible, the investment officer will attempt to match investments with anticipated cash flow requirements. Unless matched to a specific cash flow requirement, the investment officer will not directly invest in securities maturing more than two (2) years from the date of purchase. Reserve funds may be invested in securities exceeding two (2) years but no more than ten (10) years if the maturity of such investments is made to coincide as nearly as practical with the expected use of the funds.

X Pooling of Cash

Unless specifically restricted, the investment officer may pool cash of various funds to maximize investment earnings. Investment income shall be allocated based upon the relative proportion of the underlying principal of each participating fund.

XI Accounting

The City maintains its records on the basis of funds and account groups, each of which is considered a separate accounting entity. All investment transactions shall be recorded in the various funds of the City in accordance with generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board.

XII Investment Performance and Reporting

The investment officer quarterly shall provide a written report to the City Manager and City Council concerning the investment of the funds.

XIII Safekeeping and Custody; Third-Party Custodial Agreements

All marketable securities purchased through non-primary security dealers shall be properly designated as an asset of the City and will be held in safekeeping by a third party custodial bank or other third party custodial institution, chartered by the United States government or the State of Michigan, and no withdrawal of such securities, in whole or in part, shall be made from safekeeping except by the investment officer as authorized herein.

The investment officer will execute third party custodial agreement(s) with its primary bank(s) and depository institution(s). Such agreements where required under this policy will include letters of authority, details as to responsibilities of each party, notification of security purchases, sales, delivery, repurchase agreements and wire transfers, safekeeping and transactions costs, procedures in case of wire failure or other unforeseen mishaps including liability of each party.

All security transactions, including collateral for repurchase agreements, entered into by the investment officer shall be conducted on a delivery-versus-payment basis. Securities will be held by a third party custodian and evidenced by safekeeping receipts.

XIV. Internal Controls

The investment officer shall establish a system of internal controls, documented in writing, designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City. Required elements of the system of internal controls shall include 1) the timely reconciliation of all bank accounts, and 2) details of delivery-versus-payment procedures and trust receipt documentation.

Internal controls will also address the following:

- Transfers of funds (purchases, sales, etc.).
- Separation of functions where feasible including transaction authority and accounting and record-keeping.
- Custodial safekeeping.
- Delegation of authority to, and supervisory control over, subordinate staff.
- Written confirmation of telephone transactions.

SECTION 2: This investment policy may be amended from time to time by City Council.

Introduced and Passed at a Regular City Council Meeting on Monday, January 23, 2017.

Phil O'Dwyer
Mayor

Attest:

Phommady A. Boucher
City Clerk

R-18-25

A RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
APPROVING THE AMENDED INVESTMENT POLICY

WHEREAS: Public Act 196 of 1997 amends Public Act 20 of 1943 regarding the investment of funds held by the City; and

WHEREAS: The Treasurer recommends that the City become a member of the Michigan CLASS Investment Pool as part of the overall investment strategy, and

WHEREAS: The MICLASS Investment Pool as part of the application process to become a member requires formal council approval.

NOW THEREFORE BE IT RESOLVED:

SECTION 1: The Berkley City Council hereby authorizes the City Treasurer to complete the necessary application process for the City to become a member of the Michigan CLASS Investment Pool

Introduced and Passed at a regular City Council Meeting on Monday, October 6, 2025.

_____
Bridget Dean, Mayor

Attest:

_____
Victoria Mitchell, City Clerk

Registration Procedures

To participate in Michigan CLASS, please complete the following:

- Read the Participation Agreement (accessible on www.michiganclass.org).
- Provide an Authorizing Resolution or a copy of your meeting minutes supporting participation in Michigan CLASS (please attach).
- Adopt the Certificate of Delivery and Resolution (page 3).
- Complete the Entity Registration (page 4).
- Complete the Authorized Contacts Form (page 5/6). Michigan CLASS recommends having multiple authorized signers to help prevent fraud.
- Complete the Accounts to be Established Form; you may open as many accounts as you wish (page 7).
- Should you be interested in participating in Michigan CLASS EDGE, complete the EDGE Participant Acknowledgement Form (page 8), and the EDGE Accounts to be Established Form; you may open as many accounts as you wish (page 9).
- Keep the original forms for your records and send the completed packet to the Michigan CLASS Client Service team by fax (855) 381-0496 or email clientservices@michiganclass.org.

Questions? Please contact us; we would love to hear from you.

Michigan CLASS Client Service Team
T (855) 382-0496
clientservices@michiganclass.org

Through the Michigan CLASS website, www.michiganclass.org, Participants will be regularly informed of important program information, holidays, upcoming Board meetings, Participant events, conferences, and more. Board of Trustee meetings, which are open to the public, are generally held quarterly and discuss relevant issues to the governance and operations of the Michigan CLASS program.

Certificate of Delivery and Resolution

The attached Authorizing Resolution which has been duly adopted by _____ and
Entity Name

certified by the Clerk thereto is hereby delivered to Public Trust Advisors, LLC (the Investment Advisor) to effectuate participation (in what is commonly known Michigan CLASS) in the Participant Agreement dated November 1, 2021, as amended.

_____
Authorized Signer's Name

_____
Signature

_____
Title

Michigan CLASS®

Information Statement

March 2023

Michigan CLASS Rated S&P 'AAAm'

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Section 28 of Article 7 of the Michigan Constitution of 1963 provides, among other things, that the legislature may authorize two or more local governmental entities to enter into contractual agreements to provide for the joint administration of functions which each entity would have the power to perform independently and to share the related costs and responsibilities with each other.

In accordance with this constitutional provision and certain statutory provisions incorporated in the Urban Cooperation Act of 1967 of the state of Michigan, the Agreement constitutes an interlocal trust agreement creating a legal entity established for the purpose of facilitating the joint investment of public sector surplus funds. Authority for the investment of public funds is included in Public Act 20 of 1943, Public Act 451 of 1976, Public Act 331 of 1966 and Public Act 94 of 1933, each as amended.

PART 1: PROGRAM OVERVIEW

A. General Information

Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is a product trade name used to designate a Michigan public sector joint investment program. It was established pursuant to a Participation Agreement (the Agreement) dated October 1, 1991, as most recently amended November 1, 2021, and as may be amended from time-to-time, by and among certain public sector entities having joined as Participants.

The program's Investment Advisor and Administrator is Public Trust Advisors, LLC (Public Trust), and the program's Custodian is Fifth Third Bank.

Upon execution of the appropriate governmental resolution authorizing a public entity to enter into the Agreement, Participants shall have the right to open, at no initial cost, as many Michigan CLASS accounts as they wish. They shall also have the right to deposit eligible surplus funds into any of their accounts on any business day without limitation as to the dollar amount or number of such transactions. Participants may also withdraw funds from their respective accounts on any business day up to an amount equal to the account balance and any accrued interest and/or realized capital gains thereon.

B. Board of Trustees

Investments made on behalf of the Participants are subject to the overall direction of the program's Board of Trustees that consists of up to 13 Trustees serving staggered terms on behalf of the Participants. The Board of Trustees approves the program's investment parameters that must also fall within the investment stipulations mandated under

Michigan statutes for the investment of surplus funds of the Participants. The Board of Trustees (the Board) has entered into an investment advisory administrative services agreement with Public Trust, who is responsible to the Board for all of the program's investments, administrative activities, and marketing services provided on behalf of the Participants.

C. Board Member Guiding Values

- Represent and serve the interests of all Participants
- Maintain the standard of safety
- Operate in a professional and ethical manner
- Work in unison with the Administrator to grow and improve the pool
- Ensure that Michigan CLASS is safe, liquid, and offers a competitive return
- Demand openness and accountability

D. Mission Statement

Michigan CLASS strives to offer public agencies in Michigan a safe, liquid, and competitive investment option. Michigan CLASS welcomes all legal public entities without favor to one type. The Board membership represents the diversity of such agencies and works to maintain a product that services the needs of all Michigan public agencies.

E. Vision Statement

Michigan CLASS strives to be the leading local government investment pool in the state offering investment services that serve the needs of all public entities.

F. Participation Eligibility

Participation in Michigan CLASS is available to any county, city, village, township, school district, authority, or any other political subdivision organized under the laws of the state of Michigan. To join, such public agencies need only to become party to the Participation Agreement by adopting the necessary authorizing resolution and by providing a certified copy of such resolution to the Administrator. The Administrator will then notify the Custodian and the other Participants in writing and commence the procedures necessary for the new Participant to begin using the program. Pursuant to applicable state law, Public Trust will review each entity's investment policy and return the appropriate acknowledgment.

PART 2: PROGRAM OBJECTIVES

The objectives of the Michigan CLASS program are to provide Participants with an investment alternative that emphasizes safety, liquidity, convenience, and competitive rates of return. The program is designed specifically to accommodate the needs of Michigan public sector investors. In addition, periodic meetings with and surveys of the Participants assure user input in the design and administration of program features.

A. Safety

The objective of safety in the deployment of Michigan CLASS funds is sought through the direct purchase (or through repurchase agreements) of short-term, high-quality investments permissible as investments for surplus public funds in the state of Michigan. An overall program objective is to manage investment quality and maturity to maintain a stable portfolio net asset value. Investments are also managed conservatively to accommodate cash flow expectations and to mitigate market timing risk.

Administrative elements of the Michigan CLASS program are designed to prevent incidence of fraud or error. Many safeguards further protect Michigan CLASS funds under management including daily verification of transactions; assignment of credentials for online transactions; and the use of only pre-designated bank accounts, listed in the name of respective Participants, to which Michigan CLASS funds withdrawals may be done via wire or ACH.

Besides investing Michigan CLASS funds only in securities legally permitted by Michigan Law, Michigan CLASS has achieved a 'AAAm' rating by S&P Global Ratings and offers the benefit of an annual audit by an independent auditing firm.

B. Liquidity

Liquidity is a key element of the program. Portfolio maturity and duration parameters are established to provide for the liquidity needs of the Participants since they may deposit or withdraw funds on any business day up to the amount of their balances on deposit (including accrued interest and/or capital gains realized thereon).

All funds are fully invested each night, and securities that constitute the program's investments and/or securities that are subject to repurchase agreement are fully delivered to the Custodian to be held for the exclusive benefit of the Participants until maturity or sale. In the case of repurchase agreement transactions, securities subject to repurchase must equal in current market value at least 102% of the amount of the investment. Such collateral is marked-to-market daily with a deficiency make-up provision enforced if necessary.

In addition, the use of only the highest quality investments with a maximum maturity of two years or less assures the added benefit of underlying asset marketability. The net result of these liquidity features is that Participant cash is available in the amount necessary when needed.

C. Convenience

Many program features ensure convenient account access and ease of recordkeeping. For example, Participants may make account transactions on any business day via the Michigan CLASS online transaction system. All contribution and withdrawal forms are designed for ease of use and are also available via the online transaction system.

Any number of Participant accounts may be established to track and parallel internal fund accounting practices. Monthly statements are comprehensive and provide daily account activity and transaction numbers. Michigan CLASS statements establish a clear accounting and audit trail for Participant investment records. Monthly statements and investment holdings are available within the first three business days of the month via the online transaction system.

Account information or assistance is available every business day from Michigan CLASS Client Services. Transactions can be prepared in advance in anticipation of important dates, avoiding unfortunate timing problems or cash access emergencies.

Optional features include direct deposit of school state aid payments, state revenue sharing warrant lock box, and ACH service. All program features have been designed in cooperation with professionals who have public sector financial experience to facilitate the maximum level of cash management efficiency and simplicity.

D. Market Returns

Competitive portfolio yield is sought by utilizing the services of the investment advisor's seasoned professional investment managers and credit researchers for the Michigan CLASS program.

Michigan CLASS seeks to promote maximization of account performance in a dynamic market environment while avoiding unnecessary risk or portfolio timing problems. By investing together, Participants can take advantage of possible economies of scale relative to transaction and clearance costs, custody arrangements, and valuation costs.

In addition, overall portfolio performance should be enhanced as a result of the effect of differences in cash flow cycles from one Participant to another; this allows for slightly longer average investment maturities than would be the case if Participants invested alone, thereby increasing aggregate portfolio yields.

PART 3: INVESTING THROUGH MICHIGAN CLASS

A. Permitted Investments

Pursuant to direction by the Board and in conformance with applicable Michigan Laws

governing investment options for Participants, funds of the Participants are invested in high-quality, short-term fixed-income instruments selected to provide for program safety, liquidity, and competitive rates of return. Eligible instruments include:

- U.S. Treasury obligations,
- Federal agency obligations of the U.S. government,
- High-grade commercial paper (at least A1/P1 rated),
- Bankers' acceptances issued by FDIC-member U.S. banks,
- Repurchase agreement transactions executed with highly rated counterparties (collateralized at 102% of the face amount of the agreement),
- Certificates of deposit issued in accordance with all applicable Michigan Statutes, and
- Approved money market mutual funds for eligible Participants

B. Investment Risks

Participants should specifically consider the following risks before deciding to invest in the Michigan CLASS fund. The following summary does not purport to be comprehensive or definitive of all risk factors.

Investing involves risks including the possible loss of principal.

Interest Rate Risks

The prices of the fixed-income securities in Michigan CLASS will rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed-income securities fall. However, market factors, such as demand for particular fixed-income securities, may cause the price of certain fixed-income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed-income securities with longer maturities. The Investment Advisor will seek to manage this risk by purchasing short-term securities.

Credit Risks

Credit risk is the possibility that an issuer of a fixed-income security held in Michigan CLASS will default on the security by failing to pay interest or principal when due. If an issuer defaults, Participants in Michigan CLASS may incur losses. The Investment Advisor will seek to manage this risk by purchasing high quality. securities as determined by one or more Nationally Recognized Statistical Ratings Organizations and/or the Investment Advisor’s credit research team.

Stable Net Asset Value Risks

Although Michigan CLASS is managed to maintain a stable NAV of $1.00 per Share,

there is no guarantee that it will be able to do so.

Investment Not Insured or Guaranteed

An investment in Michigan CLASS is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Liquidity Risk

Michigan CLASS is subject to certain liquidity risks in which the size of a bond's market, the frequency of trades, the ease of valuation, and/or issue size may impact the Investment Advisor's ability to sell investments in a timely fashion or at or near fair value in order to fulfill a Participant's redemption request.

Market Risk

Market risk is the risk that the value of securities owned goes up or down, sometimes rapidly and/or unpredictably, due to factors affecting securities markets generally or within particular industries.

Issuer Risk

The risk that the value of a security declines for a reason directly related to the issuer such as management performance, financial leverage, and reduced demand for the issuer's goods or services.

Default Risk

The risk that a bond issuer (or counterparty) will default by failing to repay principal and interest in a timely manner.

C. Program Vendors

Public Trust Advisors, LLC, an SEC registered investment advisor, serves as the Michigan CLASS program Investment Advisor and Administrator. In addition to rendering investment and advisory services on a discretionary basis to the Participants, Public Trust also provides a full range of administrative services in conjunction with the program. All Michigan CLASS recordkeeping, portfolio accounting, Participant account reporting, securities valuation services, and general organizational and marketing activities are coordinated and managed on behalf of the Participants by Public Trust.

Public Trust Advisors, LLC is headquartered at 717 17th Street, Suite 1850, Denver, CO 80202. Its phone number is (855) 395-3954. Public Trust provides investment advisory and/or administrative services for similar public sector cooperative investment programs in a number of states across the country including Colorado, Florida, New York, Texas, and Michigan.

The Michigan CLASS Custodian is Fifth Third Bank. All investment securities and securities transacted on behalf of the participants are maintained in a segregated account with the Custodian and held for the exclusive benefit of the Participants. No

other Michigan CLASS vendor has access to the assets managed under the program. Participants maintaining separate Fifth Third Bank depository accounts in their own names are eligible to transfer funds between such accounts and their Michigan CLASS accounts without incurring wire charges, subject to advance notification to Public Trust.

Barnes & Thornburg, LLP serves as legal counsel to Michigan CLASS. The firm is located at 11 South Meridian Street, Indianapolis, IN 46204, and its phone number is (317) 231-6425.

An independent certified public accounting firm, Cohen & Co., has been engaged to audit the annual financial statements of Michigan CLASS. The audit contains statements of assets and liabilities, of operations, and of changes in net assets. The opinion of the independent certified public accountant on such financial statements is based on an examination of the books and records of Michigan CLASS made in accordance with generally accepted accounting principles (GAAP).

D. Program Fees

Pursuant to its agreement with the Board of Trustees, Public Trust charges a management fee for its services that covers all costs related to Michigan CLASS. This management fee is a charge from the Investment Property Value (the daily fee). This daily fee accrues on a daily basis and is paid monthly in arrears and prorated for any portion of the month in which the agreement is in effect. The daily fee shall be calculated as follows: The Investment Property Value is multiplied by the Applicable Fee Rate and is divided by 365, or 366 days in the event of a leap year, to equal the daily fee accrual. The Investment Property Value shall be based on the prior day's net assets. For weekend days and holidays, the net assets for the previous business day will be utilized for the calculation of fees. The Applicable Fee Rate shall be determined monthly on the first business day of each month and shall be based on the following sliding scale:

$0 - $3 billion	0.13% (13 bps)
> $3 billion	0.12% (12 bps)

E. Additional Information

This Information Statement is designed to provide a general overview of the Michigan CLASS program. Reference should be made to the Participation Agreement for a complete description of the rights and obligations of the Participants. To obtain further information and a copy of the Participation Agreement, please visit www.michiganclass.org/document-center.

Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial

developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Michigan CLASS is not a bank. An investment in Michigan CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although Michigan CLASS seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove market risk. Registration with the SEC does not imply a certain level of skill or training. External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

03/23 Managed by Public Trust Advisors, LLC

CONTACT INFORMATION

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