

**CITY OF BERKLEY PUBLIC NOTICE  
REGULAR CITY COUNCIL MEETING  
Monday, September 22, 2025  
7:00 P.M. – City Hall  
248-658-3300**

**CALL 40<sup>th</sup> 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 8, 2025, and the Special City Council meetings on Monday, September 8, 2025 and Monday, September 15, 2025.
2. **WARRANT LIST**: Matter of approving [Warrant List No. 1414](#).
3. **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.
4. **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 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.
5. **PROCLAMATION NO. P-23-25**: Matter of proclaiming September 2025 as [Childhood Cancer Awareness Month](#).
6. **PROCLAMATION NO. P-24-25**: Matter of proclaiming September 2025 as [National Suicide Prevention Month](#).

***Regular Agenda***

1. **RECOGNITIONS/PRESENTATIONS**: Matter of receiving any recognitions or presentations from the Consent Agenda.
2. **MOTION NO. M-86-25**: Matter of [approving a Downtown Development Authority \(DDA\) event](#), "BOOKley 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.
3. **MOTION NO. M-87-25**: Matter of [authorizing the City Manager to sign](#) the Secondary Manufacturers Opioid Settlement Form.

**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](mailto: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 8, 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  
City Clerk Victoria Mitchell  
Finance Director Carl Johnson  
Deputy City Manager of Public Services Shawn Young  
Facilities Director Alex Brown  
Community Development Director Kristen Kapelanski  
Public Services Superintendent Adam Wozniak

**APPROVAL OF AGENDA**

Mayor Pro Tem Gavin 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**

None

**CONSENT AGENDA**

Councilmember Hennen moved to approve the following Consent Agenda  
Seconded by Councilmember Baker

**APPROVAL OF THE MINUTES:** Matter of approving the minutes of the 40th Regular City Council meeting on Monday, August 18, 2025, and the Special City Council meeting on Monday, August 18, 2025.

**MOTION NO. M-72-25:** Matter of approving the one-year extension of the current janitorial contract with LGC GLOBAL ENERGY FM, LLC per the contract at a mutually agreed monthly fee of \$7,616.65.

**MOTION NO. M-73-25:** Matter of approving the purchase for a new Air Compressor from EDI, of Fair Haven, MI, in the amount of \$6,815.53. This purchase is budgeted under account number 101-443-787-000 (Public Works Garage Tools).

**MOTION NO. M-74-25:** Matter of approving a budgeted purchase of a new 2026 Ford Escape from LungHamer Ford, of Owosso, MI, in the amount of \$31,787. This purchase is budgeted under account number 101-441-985-000 (Building Official Vehicle).

**MOTION NO. M-75-25:** Matter of approving a budgeted purchase of a new 2026 Ford F-250 from LungHamer Ford, of Owosso, MI, in the amount of \$54,303. This purchase is budgeted under account number 592-536-985-000 (Public Works Vehicle).

**MOTION NO. M-76-25:** Matter of updating the City's fee schedule to include an application fee for a Payment in Lieu of Taxes (PILOT) application.

**MOTION NO. M-77-25:** Matter of authorizing the Berkley Instrumental Boosters/Orchestra Association, 2325 Catalpa Drive, Berkley, Michigan, to conduct Berkley Tag Days 2025 in the City of Berkley on Friday, September 26<sup>th</sup> from 4-8 p.m. and Saturday, September 27<sup>th</sup> from 8 a.m.-8 p.m.

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.

None.

**PRESENTATION:** Matter of receiving the 2024-2025 Community Development Department Annual Report.

**MOTION NO. M-78-25:** Matter of authorizing the City Manager to enter into an agreement, upon final review of the City Attorney, with Manquen Vance at a cost not to exceed \$1,700 for additional fees. This is a budgeted item from account 101-270-818-000.

Councilmember Vilani moved to approve Motion No. M-78-25

Seconded by Mayor Pro Tem Gavin

Ayes: Hennen, Patterson, Vilani, Baker, Gavin and Dean

Nays: None

Councilmember Black was unable to vote due to technical difficulties.

Motion Approved.

**MOTION NO. M-79-25:** Matter of approving the purchases of a new Morbark BVR13 Brush Chipper from Morbark, of Winn, MI, In the amount of \$52,012.45 and approving the corresponding budget amendment under account number 226-528-982-000 (Solid Waste Equipment).

Councilmember Hennen moved to approve Motion No. M-79-25

Seconded by Mayor Pro Tem Gavin

Ayes: Vilani, Baker, Gavin, Hennen and Dean

Nays: Patterson and Black

Motion Approved.

**MOTION NO. M-80-25:** Matter of approving the proposal from Bureau Veritas to complete a space utilization study at City Hall at a cost not to exceed \$5,000. These funds will come from account 101-267-931-101.

Councilmember Patterson moved to approve Motion No. M-80-25

Seconded by Councilmember Baker

Ayes: Vilani, Baker, Black, Gavin, Hennen, Patterson and Dean

Nays: None

Motion Approved.

**MOTION NO. M-81-25:** Matter of approving the proposal for appraisal of City-owned properties from CBRE, Inc.

Councilmember Baker moved to approve Motion No. M-81-25

Seconded by Mayor Pro Tem Gavin

Ayes: Baker, Black, Gavin, Hennen, Patterson, Vilani and Dean

Nays: None

Motion Approved.

**MOTION NO. M-82-25:** Matter of considering special land use approval for a gas station/convenience store in the Flex District at 2114 W. Eleven Mile Road, on the northwest corner of Eleven Mile Road and Henley Avenue based on the findings of the Planning Commission and the standards of approval in Chapter 138 Section 10.03 and incorporating the conditions recommended by the Planning Commission.

Councilmember Hennen moved to approve Motion No. M-82-25

Seconded by Councilmember Vilani

Ayes: Black, Gavin, Hennen, Patterson, Vilani, Baker and Dean

Nays: None

Motion Approved.

**ORDINANCE NO. O-07-25:** Matter of considering the first 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.

Councilmember Patterson moved to approve Ordinance No. O-07-25

Seconded by Councilmember Vilani

Ayes: Gavin, Hennen, Patterson, Vilani, Baker, Black and Dean

Nays: None

Motion Approved.

**ORDINANCE NO. O-08-25:** Matter of considering the first 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 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.

Mayor Pro Tem Gavin moved to approve Ordinance No. O-08-25

Seconded by Councilmember Hennen

Ayes: Gavin, Hennen, Patterson, Vilani, Baker, Black and Dean  
Nays: None  
Motion Approved.

**MOTION NO. M-83-25:** Matter of authorizing the rollover budget amendment for the 2025/26 budget as presented.

Mayor Pro Tem Gavin moved to approve Motion No. M-83-25  
Seconded by Councilmember Hennen  
Ayes: Hennen, Patterson, Vilani, Baker, Black, Gavin and Dean  
Nays: None  
Motion Approved.

**MOTION NO. M-84-25:** Matter of accepting the quarter ended June 30, 2025 budget-to-actual report.

Councilmember Vilani moved to approve Motion No. M-84-25  
Seconded by Councilmember Hennen  
Ayes: Patterson, Vilani, Baker, Black, Gavin, Hennen and Dean  
Nays: None  
Motion Approved.

**MOTION NO. M-85-25:** Matter of authorizing the City Manager to sign the Purdue Opioid Settlement Participation form.

Councilmember Patterson moved to approve Motion No. M-85-25  
Seconded by Councilmember Vilani  
Ayes: Vilani, Baker, Black, Gavin, Hennen, Patterson and Dean  
Nays: None  
Motion Approved.

## **COMMUNICATIONS:**

### **COUNCILMEMBER BAKER**

- The Historical Committee meets tomorrow evening, Tuesday, September 9th at 7 PM. They're always looking for more volunteers. If you'd like to learn more about that opportunity or what's going on, visit [berkeleyhistory.com](http://berkeleyhistory.com).
- The Downtown Development Authority Board meets the very next day, Wednesday, September 10th at 8:15 AM. Welcomed aboard Nate Mack as the new Executive Director.
  - To learn more about what's going on in the DDA and some really cool activities and events coming up, visit [downtownberkeley.com](http://downtownberkeley.com).
- It was Dr. Martin Luther King Jr. who once said, "We must learn to live together as brothers or perish together as fools." Friday September 12th is National Just One Human Family Day. The national Just One Human Family Day reminds us that behind every role, every background and every belief is a person deserving of respect and kindness. We work side by side with colleagues from all walks of life each contributing to our shared mission and community. In today's increasingly authoritarian world, taking a moment to connect, listen, and lead with empathy can make all the difference. So, let's honor this day by choosing understanding and remembering that we're all part of one human family. And with that, please hug somebody you love.
- Please hug somebody you love.

### **COUNCILMEMBER HENNEN**

- The Zoning Board of Appeals has no meeting this month and at this time no cases are scheduled for October.
- The Tree Board resumes their meetings on Monday, September 29th.

### **COUNCILMEMBER BLACK**

- No updates.

### **COUNCILMEMBER PATTERSON**

- The Planning Commission met, mostly to cover what was discussed by Council at this meeting.
  - They did recommend, as required by the State's Redevelopment Ready Community, a joint meeting of the Planning Commission, the ZBA, and Council.
  - They decided officers: Lisa Kempner will continue to serve as Chair, Shiloh Dahlin as Vice Chair, and Eric Arnsman as Secretary.
- The Beautification Advisory Committee met last Wednesday, August 27<sup>th</sup>; they are working on their late summer fall cleanups.
  - They had a discussion about the Touch A Truck event which is coming up on Saturday, September 13<sup>th</sup>. Please make it if you can; it's a very fun event.
  - They also are finalizing their selection for the landscape of the year, so look for those signs popping up.

### **COUNCILMEMBER VILANI**

- Updates from the Environmental Advisory Committee:
  - Their next meeting will be on Thursday, September 18<sup>th</sup> at 6:30 PM on the second floor of the Public Safety building.
- For the Berkley Area Chamber, a chamber chat is coming up next Friday morning on September 19<sup>th</sup> at 8:30 AM at Legato Spa or Legato Salon on 12 Mile Road. This is open to all members of the community.
  - Bookley Pub Crawl tickets are on sale; the pub crawl will take place on Thursday, September 25<sup>th</sup> from 5 to 11 PM. Those who register will get a recovery bag just in case they enjoy themselves a little bit too much, and a very cool t-shirt as well as specials at all different places in Berkley.

### **MAYOR PRO TEM GAVIN**

- Briefly for the Parks and Rec Advisory Board:
  - The next meeting for the Parks and Rec Advisory Board will be September 11<sup>th</sup> at 7 p.m. at the Community Center.
  - The first chance for public engagement will be at a meeting for the Parks and Rec five-year master plan on Tuesday, September 16<sup>th</sup> at 7:15 PM at the Community Center.
- For the Library Board:
  - The next meeting will be September 17<sup>th</sup> at 7 PM at the Library.
  - A history of the Detroit Lions event will be coming up at the library. And well, you can put yesterday's game in the rearview mirror—far behind in the rearview mirror—but it'll be talking Lions with Dave Birkett, Monday the 15<sup>th</sup> from 6:30 to 8 PM. Register and find out more information on the website.

### **CITY MANAGER VANVLECK**

- Thanked the Mayor Pro Tem for mentioning the engagement for our Parks and Recreation master plan update. She said that they are kind of jumping off for our Parks and Recreation master plan update as we talked about at the last council meeting. This is something we do every five years; the plan needs to be updated. The City has brought in a consultant to do that; Council passed that at the last meeting and the timeline is pretty tight.
  - There will be two very specific engagement sessions to that that we encourage the public to come out to as well as a survey:
  - September 16<sup>th</sup> at 7:30 PM at the Community Center and that's where the survey will be launched as well.
  - The public will have quite a few chances to participate, whether they do in the survey or they come to the engagement.
  - There will be another engagement session scheduled for October. When the date is set it will be announced to the public.

#### **CITY ATTORNEY DAN CHRIST**

- Stated that he had an opportunity to speak with Chief Judge Meinicke with respect to the operations of the 44th District Court. They discussed a couple of concepts with respect to flexibility and potential efficiencies at the court. He said that he will be preparing a report for Council and staff with respect to them. One of his ideas would potentially result in additional funding to the city from the district court. That should be provided within the next couple of weeks to you.

#### **MAYOR DEAN**

- As a member of the Board of Directors of the Michigan Municipal League (MML) she serves on the board of directors of their workers' compensation fund; she just returned from their quarterly board meeting last week, and they're seeing solid returns on our investments, which will result in more money for the city in the form of a premium credit.
  - She stated that they were able to return \$17 million to our membership in the form of a premium credit. That's not \$17 million to Berkley, but watch for that when it comes through.
- For the Mayor's Road Show, her next stop will be Naka on Saturday, September 13th. Naka is located at 2965 West 12 Mile right here in downtown Berkley; she will be there between 2 and 4 PM, after Touch A Truck.

#### **ADJOURNMENT:**

Councilmember Patterson moved to adjourn the Regular Meeting at 8:21 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:**

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Victoria Mitchell, City Clerk



**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 8, 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  
City Clerk Victoria Mitchell

**APPROVAL OF AGENDA**

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

**PUBLIC COMMENT**

None.

**REGULAR AGENDA**

**DISCUSSION:**

1. **CLOSED SESSION:** Matter of considering whether to meet in closed session per Crystal VanVleck's request to consider the City Manager's periodic performance evaluation per MCL 15.268 Sec. 8(1)(a).

**CLOSED SESSION**

Mayor Pro Tem Gavin moved to enter into Closed Session  
Seconded by Councilmember Patterson  
Ayes: Hennen, Patterson, Vilani, Baker, Black, Gavin and Dean  
Nays: None  
Motion Approved.

**THE CLOSED SESSION OF THE FORTIETH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 5:34 PM ON MONDAY, SEPTEMBER 8, 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  
City Clerk Victoria Mitchell

The City Manager's periodic performance review took place.

**ADJOURNMENT:**

Councilmember Patterson moved to adjourn the Closed Session at 6:39 PM  
Seconded by Councilmember Vilani  
Ayes: Baker, Black, Gavin, Hennen, Patterson, Vilani, and Dean  
Nays: None  
Motion Approved.

**THE SPECIAL WORK SESSION OF THE FORTIETH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED BACK TO ORDER AT 6:40 PM ON MONDAY, SEPTEMBER 8, 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  
City Clerk Victoria Mitchell

**ADJOURNMENT:**

Councilmember Patterson moved to adjourn the Special Meeting at 6:41 PM  
Seconded by Councilmember Vilani  
Ayes: Baker, Black, Gavin, Hennen, Patterson, Vilani, and Dean  
Nays: None  
Motion Approved.

**ATTEST:**

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Bridget Dean, Mayor

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Victoria Mitchell, City Clerk

**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 15, 2025 BY MAYOR DEAN**

**PRESENT:** Councilmember Steve Baker  
Mayor Pro Tem Ross Gavin  
Councilmember Dennis Hennen (Arrived at 5:32 p.m.)  
Councilmember Gregory Patterson  
Councilmember Jessica Vilani  
Mayor Bridget Dean

**ABSENT:** Councilmember Clarence Black

**OTHER STAFF PRESENT:**

City Manager Crystal VanVleck  
City Clerk Victoria Mitchell  
Public Safety Lt. Andrew Hadfield  
Deputy City Manager of Public Services Shawn Young  
Community Development Director Kristen Kapelanski  
Director of Human Resources Jessica Stover

**APPROVAL OF AGENDA**

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

**PUBLIC COMMENT**

None.

**REGULAR AGENDA**

**DISCUSSION:**

Matter of conducting interviews for legal services:

- Hafeli, Staran & Christ, PC
- Rosati, Schultz, Joppich & Amtsbuechler, PC
- Foster Swift, PC
- Garan Lucow Miller PC

City Manager VanVleck introduced the agenda item and discussed how the evening would run.

Human Resources Director Stover provided an overview of best practices for interviewing.

City Manager VanVleck explained the ratings sheets that were provided to council members.

Hafeli, Staran & Christ, PC

- In attendance: Dan Christ and Dan Kelly
- Interview questions were asked
- End 6:16 p.m.

Rosati, Schultz, Joppich & Amtsbuechler, PC

- In attendance: Lisa Hamameh, Matt Zalewski, Holly Battersby, Steve Joppich, Andrea Pike
- Interview questions were asked
- End 7:04 p.m.

Foster Swift, PC

- In attendance: Courtney Gabbara Agrusa and Ann Seurynck
- Interview questions were asked
- End 7:41 p.m.

Garan Lucow Miller PC

- In attendance: Ebony Duff
- Interview questions were asked
- End 8:06 p.m.

Council and staff in attendance provided their input regarding the candidates' responses.

**ADJOURNMENT:**

Councilmember Patterson moved to adjourn the Special Meeting at 9:00 PM

Seconded by Councilmember Vilani

Ayes: Gavin, Hennen, Patterson, Vilani, Baker, and Dean

Nays: None

Absent: Black

Motion Approved.

**ATTEST:**

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Bridget Dean, Mayor

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Victoria Mitchell, City Clerk



CITY OF BERKLEY  
WARRANT LIST  
#1414  
AUGUST 2025

Check Date	Check #	Payee	Description	GL #	Amount
08/15/2025	79026	21ST CENTURY MEDIA - MICHIGAN	ADVERTISING	101-701-901-000	356.24
08/15/2025	79027	52-3 DISTRICT COURT	POLICE BOND MONEY	101-000-283-006	200.00
08/15/2025	79028	A & B ALARM SYSTEMS, INC.	BUILDING MAINTENANCE - DPW	101-267-931-441	325.00
08/15/2025	79029	AIRGAS USA, LLC	VEHICLE SUPPLIES	101-443-781-000	60.66
08/15/2025	79030	ALEXANDER BUCKHEIM	CONTRACTUAL SERVICES	208-821-818-000	225.00
08/15/2025	79031	ALTA CONSTRUCTION EQUIPMENT LLC	VEHICLE SUPPLIES	101-443-781-000	160.99
08/15/2025	79032	AMAZON CAPITAL SERVICES	CITYWIDE SUPPLIES	101-172-728-001	4.75
			OPERATING SUPPLIES	101-172-732-000	111.87
			EQUIPMENT SUPPLIES	101-228-778-000	29.99
			MEMBERSHIPS	101-265-803-000	349.00
			MAINTENANCE SUPPLIES - DPW	101-267-776-441	78.58
			SUPPLIES	101-345-728-000	72.16
			SUPPLIES	101-345-728-000	38.48
			SUPPLIES	101-345-728-000	54.14
			SUPPLIES	101-345-728-000	53.85
			SUPPLIES	101-345-728-000	47.99
			SUPPLIES	101-345-728-000	135.89
			SUPPLIES	101-345-728-000	68.28
			OPERATING SUPPLIES	101-345-732-000	708.36

RANGE/TRAINING SUPPLIES	101-345-741-002	199.49
RANGE/TRAINING SUPPLIES	101-345-741-002	95.00
UNIFORMS-CLEANING & PURCHASES	101-345-744-000	32.97
UNIFORMS-CLEANING & PURCHASES	101-345-744-000	48.86
UNIFORMS-CLEANING & PURCHASES	101-345-744-000	160.64
MEDICAL SUPPLIES	101-345-758-011	269.83
MEDICAL SUPPLIES	101-345-758-011	91.14
MAINTENANCE SUPPLIES	101-345-776-000	58.64
VEHICLE SUPPLIES	101-345-781-000	140.48
VEHICLE SUPPLIES	101-345-781-000	61.08
VEHICLE MAINTENANCE	101-345-939-000	159.90
VEHICLE MAINTENANCE	101-345-939-000	109.99
VEHICLE MAINTENANCE	101-345-939-000	140.00
ADVERTISING	101-441-901-000	284.95
VEHICLE SUPPLIES	101-443-781-000	5.69
VEHICLE SUPPLIES	101-443-781-000	7.79
VEHICLE SUPPLIES	101-443-781-000	51.16
VEHICLE SUPPLIES	101-443-781-000	36.99
OPERATING SUPPLIES	101-745-732-000	1,086.02
PROGRAM SUPPLIES	202-464-758-000	131.39
PROGRAM SUPPLIES	203-464-758-000	64.71
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		<b>4,990.06</b>

08/15/2025	79033	VOID	** VOIDED **	<b>** VOIDED **</b>
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08/15/2025	79034	AMERICAN FIRE PROTECTION SERVICES	BUILDING MAINTENANCE - DPW	101-267-931-441	<b>153.00</b>
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08/15/2025	79035	AT&T	TELEPHONE	101-228-853-000	901.49
			TELEPHONE	101-228-853-000	806.32
			TELEPHONE	208-751-853-000	162.74
			TELEPHONE	208-751-853-000	47.45
			TELEPHONE	208-751-853-000	42.44
					<hr/>
					<b>1,960.44</b>

08/15/2025	79036	B&H PHOTO-VIDEO	EQUIPMENT SUPPLIES	101-228-778-000	<b>451.05</b>
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08/15/2025	79037	BERKLEY SCHOOL DISTRICT	CONTRACTUAL SERVICES	208-754-818-000	<b>2,750.00</b>
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08/15/2025	79038	BERKLEY SCHOOL DISTRICT	Water	592-001-642-000	<b>177.90</b>
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08/15/2025	79039	BERKLEY SCHOOL DISTRICT	Water	592-001-642-000	<b>466.56</b>
08/15/2025	79040	BIG D LOCK CITY	BUILDING MAINTENANCE - DPW	101-267-931-441	<b>890.00</b>
08/15/2025	79041	BILLINGS LAWN EQUIPMENT	VEHICLE SUPPLIES	101-443-781-000	517.58
			VEHICLE SUPPLIES	101-443-781-000	368.73
					<b>886.31</b>
08/15/2025	79042	BS & A SOFTWARE	COMPUTER SOFTWARE	101-745-986-000	<b>780.00</b>
08/15/2025	79043	CADILLAC ASPHALT, LLC	ROAD SUPPLIES	202-464-782-000	364.20
			ROAD SUPPLIES	203-464-782-000	156.09
					<b>520.29</b>
08/15/2025	79044	CAMELOT CLEANERS	PRISONER BOARD	101-345-753-000	<b>102.00</b>
08/15/2025	79045	CARDCONNECT	CONTRACTUAL SERVICES	208-751-818-000	<b>25.00</b>
08/15/2025	79046	CARLISLE / WORTMAN	CONSULTANT	101-701-817-000	720.00
			CONSULTANT	101-701-817-000	1,830.00
					<b>2,550.00</b>
08/15/2025	79047	CDW GOVERNMENT, INC.	SOFTWARE MAINT AND SUBSCRIPTIONS	101-228-760-000	4,892.98
			MAINTENANCE SUPPLIES - PARKS	208-267-776-208	784.24
					<b>5,677.22</b>
08/15/2025	79048	CINTAS	MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	<b>99.65</b>
08/15/2025	79049	CMP DISTRIBUTORS, INC	RANGE/TRAINING SUPPLIES	101-345-741-002	227.40
			BALLISTIC PROTECTION	101-345-744-003	2,000.00
			BALLISTIC PROTECTION	101-345-744-003	1,010.00
					<b>3,237.40</b>

08/15/2025	79050	CMV LANDSCAPE & EQUIPMENT COMPANY	CONTRACTUAL SERVICES	203-468-818-000	6,156.00
			CONTRACTUAL SERVICES	203-468-818-000	2,343.00
			CONTRACTUAL SERVICES	203-468-818-000	4,730.00
			CONTRACTUAL SERVICES	203-468-818-000	4,620.00
			CONTRACTUAL SERVICES	592-536-818-000	3,262.00
			CONTRACTUAL SERVICES	592-536-818-000	4,205.00
			CONTRACTUAL SERVICES	592-536-818-000	1,730.00
			CONTRACTUAL SERVICES	592-536-818-000	119.00
			CONTRACTUAL SERVICES	592-536-818-000	42.00
			CONTRACTUAL SERVICES	592-536-818-000	6,153.00
			CONCRETE REPAIR	592-536-982-000	13,804.00
			CONCRETE REPAIR	592-536-982-000	67.20
					<hr/> 47,231.20
08/15/2025	79051	CONTRACTORS CLOTHING CO.	UNIFORMS	202-464-744-000	106.49
			UNIFORMS	203-464-744-000	14.39
			UNIFORMS	592-536-744-000	197.99
			UNIFORMS	592-536-744-000	146.68
			UNIFORMS	592-537-744-000	31.49
					<hr/> 497.04
08/15/2025	79052	CONTRACTORS CONNECTION	VEHICLE SUPPLIES	101-443-781-000	3,666.00
			PROGRAM SUPPLIES	202-464-758-000	1,540.00
			PROGRAM SUPPLIES	203-464-758-000	660.00
			EQUIPMENT	592-536-982-592	410.85
			EQUIPMENT	592-536-982-592	240.00
			EQUIPMENT	592-536-982-592	1,500.00
					<hr/> 8,016.85
08/15/2025	79053	CREGGER PLUMBING	BSW25-0023 - PUT25-0083	101-000-283-000	500.00
08/15/2025	79054	CREGGER PLUMBING	BSW25-0024 - PUT25-0084	101-000-283-000	500.00
08/15/2025	79055	DAVID RUMBLE	CUSTOMER DEPOSITS	101-000-255-000	1,000.00
08/15/2025	79056	DEALER AUTO PARTS SALES	VEHICLE MAINTENANCE - DPW	101-345-939-002	236.23



08/15/2025	79057	DENITA WALKER	BOOKS / PERIODICALS	101-790-731-000	120.00
08/15/2025	79058	DTE ELECTRIC COMPANY	CONTRACTUAL SERVICES	101-228-818-000	484.21
08/15/2025	79059	DURST LUMBER & ACE HARDWARE	MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	21.57
			MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	7.58
			BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	14.58
			BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	13.58
			MAINTENANCE SUPPLIES	101-345-776-000	20.99
			TOOLS	101-441-787-000	44.99
			PLAYGROUND/ATHLETIC	208-751-750-000	28.64
			PROGRAM SUPPLIES	509-758-758-000	22.95
			PROGRAM SUPPLIES	592-536-758-000	7.98
					----- 182.86
08/15/2025	79060	EDWARDS PLUMBING & HEATING	BSW25-0019 - PUT25-0074	101-000-283-000	500.00
08/15/2025	79061	EDWARDS PLUMBING & HEATING	BBP25-0034 - PUT25-0074	101-000-283-000	4,500.00
08/15/2025	79062	ELLA ROSE	CONTRACTUAL SERVICES	208-821-818-000	75.00
08/15/2025	79063	ENVIRONMENTAL EQUIPMENT	VEHICLE SUPPLIES	101-443-781-000	304.22
			VEHICLE SUPPLIES	101-443-781-000	94.40
					----- 398.62
08/15/2025	79064	FERGUSON WATERWORKS #3386	PROGRAM SUPPLIES	592-536-758-000	558.23
			PROGRAM SUPPLIES	592-536-758-000	250.00
			EQUIPMENT	592-536-982-592	200.63
			EQUIPMENT	592-536-982-592	139.26
					----- 1,148.12
08/15/2025	79065	FIRE DEFENSE EQUIPMENT COMPANY	MAINTENANCE SUPPLIES - PUB SAFETY	101-267-776-345	43.96
			MAINTENANCE SUPPLIES - DPW	101-267-776-441	46.80
					----- 90.76
08/15/2025	79066	FIRST ADVANTAGE OCCUPATIONAL HEALTH	MEDICAL EXPENSES	101-441-835-000	146.62

			MEDICAL EXPENSES	592-536-835-000	146.63
					----- <b>293.25</b>
08/15/2025	79067	FRANKS LANDSCAPING & SUPPLIES LLC.	FLOWER BASKET PROGRAM	248-729-818-200	<b>5,469.46</b>
08/15/2025	79068	GALLAGHER BENEFIT SERVICES, INC.	CONTRACTUAL SERVICES	101-172-818-000	<b>414.75</b>
08/15/2025	79069	GARRETT DOOR CO.	BUILDING MAINTENANCE - DPW	101-267-931-441	<b>237.00</b>
08/15/2025	79070	GINA HAROLD	POSTAGE-PRINTING-MAILING	101-253-730-000	22.40
			PROFESSIONAL DEVELOPMENT	101-253-960-000	22.40
			PROFESSIONAL DEVELOPMENT	101-253-960-000	22.40
					----- <b>67.20</b>
08/15/2025	79071	GUNNERS METERS & PARTS INC.	PROGRAM SUPPLIES	592-536-758-000	834.00
			EQUIPMENT	592-536-982-592	140.00
					----- <b>974.00</b>
08/15/2025	79072	H.D. EDWARDS & CO.	EQUIPMENT	592-536-982-592	<b>327.60</b>
08/15/2025	79073	HAFELI, STARAN, & CHRIST, P.C.	CITY ATTORNEY	101-266-825-000	<b>5,627.50</b>
08/15/2025	79074	HENRY FORD HEALTH SYSTEM	CONTRACTUAL SERVICES	208-754-818-000	<b>225.00</b>
08/15/2025	79075	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	434.00
			MAINTENANCE SUPPLIES - LIBRARY	101-267-776-271	248.06
					----- <b>682.06</b>
08/15/2025	79076	HUBBELL, ROTH & CLARK	PROJECT ESCROW - PATTENGILL PROJECT	101-000-283-251	324.45
			PROJECT ESCROW - PATTENGILL PROJECT	101-000-283-251	4,631.03
			PROJECT ESCROW - PATTENGILL PROJECT	101-000-283-251	1,765.76
			PROJECT ESCROW ENGIN - BEAR FIELDHOUSE	101-000-283-252	2,785.54
			PROJECT ESCROW ENGIN - BEAR FIELDHOUSE	101-000-283-252	958.40
			PROJECT ESCROW ENGIN - BEAR FIELDHOUSE	101-000-283-252	536.52
			BUILDING ESCROW-ENGINEERING REVIEW	101-000-283-371	650.00

			BUILDING ESCROW-ENGINEERING REVIEW	101-000-283-371	799.68
			BUILDING ESCROW-ENGINEERING REVIEW	101-000-283-371	650.00
			BUILDING ESCROW-ENGINEERING REVIEW	101-000-283-371	650.00
			BUILDING ESCROW-ENGINEERING REVIEW	101-000-283-371	800.00
			BUILDING ESCROW-ENGINEERING REVIEW	101-000-283-371	300.00
			BUILDING ESCROW-ENGINEERING REVIEW	101-000-283-371	600.00
			BUILDING ESCROW-PLAN REVIEWS	101-000-283-372	143.13
			CDBG EXPENSES-PROGRAM YEAR 2023-2024	275-902-818-046	19,898.86
					<b>35,493.37</b>
08/15/2025	79077	HUNT SIGN CO LTD	EQUIPMENT SUPPLIES	208-751-778-000	<b>500.00</b>
08/15/2025	79078	HYDROCORP	CROSS CONNECTIONS	592-536-822-000	<b>1,769.00</b>
08/15/2025	79079	IMAGE PRINTING	CITYWIDE SUPPLIES	101-172-728-001	270.00
			OFFICE SUPPLIES	101-790-728-000	85.00
					<b>355.00</b>
08/15/2025	79080	INTEGRATED SUPPLY NETWORK	TOOLS	101-443-787-000	<b>1,273.44</b>
08/15/2025	79081	INTERSTATE BILLING SERVICES	VEHICLE SUPPLIES	101-443-781-000	551.59
			VEHICLE SUPPLIES	101-443-781-000	4,173.73
			VEHICLE SUPPLIES	101-443-781-000	22.83
			VEHICLE SUPPLIES	101-443-781-000	425.31
			VEHICLE SUPPLIES	101-443-781-000	315.67
					<b>5,489.13</b>
08/15/2025	79082	J.B. DONALDSON CO., INC	PROJECT ESCROW ENGINEERING-LUME	101-000-283-300	<b>2,888.18</b>
08/15/2025	79083	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	202-468-818-000	2,389.78
			CONTRACTUAL SERVICES	202-468-818-000	1,762.87
			CONTRACTUAL SERVICES	203-468-818-000	5,576.16
			CONTRACTUAL SERVICES	203-468-818-000	4,113.36
					<b>13,842.17</b>
08/15/2025	79084	JACK DOHENY COMPANY	VEHICLE MAINTENANCE	592-536-939-000	712.50
			VEHICLE MAINTENANCE	592-536-939-000	306.85

					<b>1,019.35</b>
08/15/2025	79085	JOHNSON CONTROLS, INC.	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	<b>5,339.69</b>
08/15/2025	79086	JUMPARAMA GYMNASTICS	CONTRACTUAL SERVICES	208-821-818-000	<b>1,253.70</b>
08/15/2025	79087	JUMPARAMA GYMNASTICS	CONTRACTUAL SERVICES	208-821-818-000	<b>2,786.00</b>
08/15/2025	79088	JUSTIFACTS CREDENTIAL VERIFICATION	CONTRACTUAL SERVICES	101-191-818-000	<b>108.87</b>
08/15/2025	79089	KANOPY, INC.	DOWNLOADABLE CONTENT	101-790-731-001	<b>295.80</b>
08/15/2025	79090	KIMBALL MIDWEST	EQUIPMENT	592-536-982-592	<b>185.10</b>
08/15/2025	79091	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	101-441-946-000	45.41
			OFFICE EQUIPMENT RENTAL	208-751-946-000	144.96
			OFFICE EQUIPMENT RENTAL	208-751-946-000	18.48
			OFFICE EQUIPMENT RENTAL	592-536-946-000	45.41
					<b>254.26</b>
08/15/2025	79092	KRISTEN KAPELANSKI	PROGRAM SUPPLIES	101-172-758-000	<b>35.52</b>
08/15/2025	79093	LARRY'S WELDING SUPPLY	VEHICLE SUPPLIES	101-443-781-000	<b>62.65</b>
08/15/2025	79094	Levine & Sons Inc	BBP25-0025 - PUT25-0068	101-000-283-000	<b>5,000.00</b>
08/15/2025	79095	LGC GLOBAL ENERGY FM, LLC	CUSTODIAL SERVICES - CITY HALL	101-267-811-101	919.40
			CUSTODIAL SERVICES - LIBRARY	101-267-811-271	2,268.85
			CUSTODIAL SERVICES - PUB SAFETY	101-267-811-345	1,711.71
			CUSTODIAL SERVICES - DPW	101-267-811-441	141.41
			CUSTODIAL SERVICES - PARKS	208-267-811-208	1,386.49
			CUSTODIAL SERVICES	592-267-811-000	141.40
					<b>6,569.26</b>

08/15/2025	79096	M & L YEAR ROUND SOLUTIONS	BBP25-0029 - PUT25-0077	101-000-283-000	5,000.00
08/15/2025	79097	MACQUEEN EMERGENCY	VEHICLE SUPPLIES	101-443-781-000	539.04
08/15/2025	79098	MAIN DRAIN SEWER & REPAIR LLC	BSW25-0025 - PUT25-0091	101-000-283-000	500.00
08/15/2025	79099	MAIN DRAIN SEWER & REPAIR LLC	BSW25-0020 - PUT25-0078	101-000-283-000	500.00
08/15/2025	79100	MAJIK GRAPHICS, INC.	VEHICLE EQUIPMENT	101-345-780-000	42.00
08/15/2025	79101	MALONEY TRUCKING	DPW CONTRACTUAL	592-536-830-000	3,725.00
			DPW CONTRACTUAL	592-536-830-000	1,635.00
					5,360.00
08/15/2025	79102	MARK SHANKUS	PROFESSIONAL DEVELOPMENT	592-536-960-000	70.00
08/15/2025	79103	MATTHEW & LAUREN VANEGMOND	BUILDING BONDS - FIRE DEMOLITION/REHAB	101-000-283-009	24,000.00
08/15/2025	79104	MCKENNA	CONTRACTUAL INSPECTIONS	101-745-822-003	17,500.69
08/15/2025	79105	METRO PUMP SERVICE	FUEL & OIL	101-441-751-000	1,044.90
			FUEL & OIL	101-441-751-000	835.00
					1,879.90
08/15/2025	79106	MICHIGAN GRAPHICS & AWARDS	OPERATING SUPPLIES	101-270-732-000	20.00
			SUPPLIES	101-345-728-000	18.00
					38.00
08/15/2025	79107	MIDWEST TAPE	DOWNLOADABLE CONTENT	101-790-731-001	414.55
08/15/2025	79108	MISDU	PAYROLL DEDUCTIONS	101-000-231-000	105.98
			PAYROLL DEDUCTIONS	101-000-231-000	565.75

					<b>671.73</b>
08/15/2025	79109	MNC & ANC PROFESSIONAL SERVICES	BUILDING MAINTENANCE - MARQUEE	101-267-931-001	<b>1,045.00</b>
08/15/2025	79110	MOLLY ANNE BUCKHEIM	CONTRACTUAL SERVICES	208-821-818-000	<b>225.00</b>
08/15/2025	79111	NATIONAL TRAILS	CONTRACTUAL SERVICES	208-754-818-000	630.00
			CONTRACTUAL SERVICES	208-754-818-000	630.00
			CONTRACTUAL SERVICES	208-754-818-000	665.00
			CONTRACTUAL SERVICES	208-754-818-000	630.00
			CONTRACTUAL SERVICES	208-754-818-000	630.00
			CONTRACTUAL SERVICES	208-754-818-000	670.00
			CONTRACTUAL SERVICES	208-754-818-000	670.00
			CONTRACTUAL SERVICES	208-754-818-000	630.00
					<b>5,155.00</b>
08/15/2025	79112	NELSON BROTHERS	BBP25-0036 - PUT25-0089	101-000-283-000	<b>5,000.00</b>
08/15/2025	79113	NELSON BROTHERS SEWER & PLUMBING	BUILDING MAINTENANCE - LIBRARY	101-267-931-271	<b>155.00</b>
08/15/2025	79114	NKJ BUILDING LLC	BBE24-0019 - PBRA24-0091	101-000-283-000	<b>800.00</b>
08/15/2025	79115	NYE UNIFORM	EMERGENCY MANagements EXPENSES	101-305-755-000	42.50
			UNIFORMS-CLEANING AND PURCHASES	101-325-744-000	130.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	555.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	372.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	24.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	211.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	211.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	561.50
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	375.50
					<b>2,482.50</b>
08/15/2025	79116	OAKLAND COUNTY	BULK SEWAGE	592-536-927-000	98,693.76
			STORM FLOW	592-537-927-000	182,597.58
			INTEREST EXPENSE	592-537-992-000	1,685.74
					<b>282,977.08</b>

08/15/2025	79117	OAKLAND COUNTY TREASURER	PROPERTY TAXES - CHARGEBACKS	101-001-402-990	305.89
08/15/2025	79118	OLIVER CONSTRUCTION, INC.	BBP24-0037 - PUT24-0095	101-000-283-000	5,000.00
08/15/2025	79119	ORKIN PEST CONTROL	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	60.00
08/15/2025	79120	ORKIN PEST CONTROL	PEST CONTROL	248-729-818-207	75.00
08/15/2025	79121	P. A. MORRIS COMPANY	SECRETARIAL SERVICES	248-722-818-205	150.00
08/15/2025	79122	PITNEY BOWES GLOBAL FINANCIAL SERV.	OFFICE EQUIPMENT RENTAL	592-536-946-000	908.67
08/15/2025	79123	POMP'S TIRE SERVICE, INC.	VEHICLE SUPPLIES	101-443-781-000	336.86
08/15/2025	79124	PRECISION DATA PRODUCTS	SUPPLIES	101-345-728-000	700.05
08/15/2025	79125	QUANTUM SERVICES GROUP, LLC	CONTRACTUAL SERVICES	101-228-818-000	1,642.00
08/15/2025	79126	RAD HATTER MARKETING	CONTRACTUAL SERVICES	248-726-818-000	3,392.00
08/15/2025	79127	RAL LAWN & SHRUB CARE	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	73.00
			BUILDING MAINTENANCE - DPW	101-267-931-441	93.80
			CONTRACTUAL SERVICES	202-471-818-000	570.00
			PROGRAM SUPPLIES	509-758-758-000	283.60
					----- 1,020.40
08/15/2025	79128	RED WING BUSINESS ADVANTAGE ACCOUNT	UNIFORMS	203-464-744-000	678.95
			UNIFORMS	592-536-744-000	1,400.51
					----- 2,079.46
08/15/2025	79129	REFRESHING VIEW RENOVATIONS	BBE23-0025 - PB23-0397	101-000-283-000	800.00

08/15/2025	79130	RKA PETROLEUM COS, INC	INVENTORY - FUEL & OIL	101-000-110-002	1,415.69
			INVENTORY - FUEL & OIL	101-000-110-002	1,504.86
					<b>2,920.55</b>
08/15/2025	79131	ROAD COMMISSION FOR OAKLAND CO	EQUIPMENT MAINTENANCE	202-475-933-000	777.06
			EQUIPMENT MAINTENANCE	203-475-933-000	86.34
					<b>863.40</b>
08/15/2025	79132	ROCKET ENTERPRISE INC.	MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	123.25
			MAINTENANCE SUPPLIES - LIBRARY	101-267-776-271	63.75
			BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	123.25
			BUILDING MAINTENANCE - DPW	101-267-931-441	123.25
					<b>433.50</b>
08/15/2025	79133	ROSE PEST SOLUTIONS	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	305.00
			BUILDING MAINTENANCE - CITY HALL	101-267-931-101	231.00
					<b>536.00</b>
08/15/2025	79134	SAMUEL SUBIA	CONTRACTUAL SERVICES	208-803-818-000	<b>1,113.00</b>
08/15/2025	79135	SHIFMAN FOURNIER	LEGAL SERVICES - GENERAL LIABILITY	101-266-826-000	<b>3,217.50</b>
08/15/2025	79136	SOCRRA	PROGRAM SUPPLIES	226-528-758-000	8.10
			RUBBISH COLLECTION	226-528-818-001	34,957.92
			TRASH DISPOSAL	226-528-818-003	23,522.08
					<b>58,488.10</b>
08/15/2025	79137	SOCWA	BULK WATER	592-536-926-000	<b>93,644.88</b>
08/15/2025	79138	SONIA PILLAR	CONTRACTUAL SERVICES	208-845-818-000	<b>150.00</b>
08/15/2025	79139	SOPHIA BREWSTER	CONTRACTUAL SERVICES	208-821-818-000	<b>187.50</b>



08/15/2025	79140	SOYSOLV BIOSOLVENTS LLC	ROAD SUPPLIES	202-464-782-000	917.00
			ROAD SUPPLIES	203-464-782-000	393.00
					<b>1,310.00</b>
08/15/2025	79141	SPONSORSHIP SOLUTIONS LLC	CONTRACTUAL SERVICES	208-844-818-000	<b>200.00</b>
08/15/2025	79142	STAPLES	SUPPLIES	101-345-728-000	143.31
			SUPPLIES	101-345-728-000	413.13
			SUPPLIES	101-345-728-000	111.10
			OFFICE SUPPLIES	101-790-728-000	327.30
					<b>994.84</b>
08/15/2025	79143	SUBURBAN FORD OF TROY	VEHICLE MAINTENANCE - DPW	101-345-939-002	<b>486.73</b>
08/15/2025	79144	T-MOBILE	DOWNLOADABLE CONTENT	101-790-731-001	<b>287.00</b>
08/15/2025	79145	THE LIBRARY NETWORK	LIBRARY COOP	101-790-828-000	1,247.05
			BOOKS	101-790-978-000	4,400.00
			RENTED MATERIALS	101-790-978-001	880.57
			CDBG EXPENSES-PROGRAM YEAR 2023-2024	275-902-818-046	1,525.21
					<b>8,052.83</b>
08/15/2025	79146	THORNTON & GROOMS INC	BBP25-0015 - PUT25-0021	101-000-283-000	<b>5,000.00</b>
08/15/2025	79147	TRANSUNION RISK AND ALTERNATIVE	MEMBERSHIPS	101-345-803-000	<b>117.00</b>
08/15/2025	79148	TRITON PLUMBING LLC	BBP25-0032 - PUT25-0085	101-000-283-000	<b>5,000.00</b>
08/15/2025	79149	TRITON PLUMBING LLC	BBP25-0031 - PUT25-0082	101-000-283-000	<b>5,000.00</b>
08/15/2025	79150	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE SUPPLIES	101-443-781-000	<b>110.75</b>
08/15/2025	79151	UNITED FACILITY SUPPLIES	MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	365.35
			MAINTENANCE SUPPLIES - LIBRARY	101-267-776-271	234.16

MAINTENANCE SUPPLIES - PUB SAFETY	101-267-776-345	170.00
MAINTENANCE SUPPLIES - PUB SAFETY	101-267-776-345	404.22
MAINTENANCE SUPPLIES - DPW	101-267-776-441	192.67
MAINTENANCE SUPPLIES - DPW	101-267-776-441	102.70
MAINTENANCE SUPPLIES - DPW	101-267-776-441	282.00
MAINTENANCE SUPPLIES - PARKS	208-267-776-208	129.85
		<u>1,880.95</u>

08/15/2025	79152	UNIVERSAL AMBULANCE SERVICE	BLOOD DRAWS	101-345-818-012	1,248.00
08/15/2025	79153	VESCO OIL CORPORATION	FUEL & OIL	101-441-751-000	1,631.75
08/15/2025	79154	WCA ASSESSING	CONTRACTUAL SERVICES	101-191-818-000	12,453.08
08/15/2025	79155	WINDER POLICE EQUIPMENT	VEHICLES	101-345-985-000	1,656.00
08/15/2025	79156	WINDSTREAM	CONTRACTUAL SERVICES	101-228-818-000	744.42
08/15/2025	79157	WORRY FREE LAWN CARE & SNOW REMOVAL	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	1,550.00
08/15/2025	79158	WOW! BUSINESS	CONTRACTUAL SERVICES	101-228-818-000	836.06
08/29/2025	79159	A&M TOWING	VEHICLE SUPPLIES	101-345-781-000	** VOIDED **
08/29/2025	79160	ACR1.COM Commercial Roofing	BBD24-0006 - PBR24-0032	101-000-283-000	** VOIDED **
08/29/2025	79161	ACUITY SPECIALTY PRODUCTS, INC.	VEHICLE SUPPLIES	101-443-781-000	** VOIDED **
08/29/2025	79162	ADN ADMINISTRATORS, INC.	CONSULTANT	101-191-817-000	** VOIDED **
08/29/2025	79163	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES	101-172-732-000	** VOIDED **
			EQUIPMENT SUPPLIES	101-228-778-000	** VOIDED **
			MAINTENANCE SUPPLIES - DPW	101-267-776-441	** VOIDED **

			MAINTENANCE SUPPLIES - DPW	101-267-776-441	** VOIDED **
			BUILDING MAINTENANCE - DPW	101-267-931-441	** VOIDED **
			BUILDING MAINTENANCE - DPW	101-267-931-441	** VOIDED **
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	** VOIDED **
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	** VOIDED **
			VEHICLE MAINTENANCE	101-345-939-000	** VOIDED **
			PROGRAM SUPPLIES	101-430-758-000	** VOIDED **
			VEHICLE SUPPLIES	101-443-781-000	** VOIDED **
			VEHICLE SUPPLIES	101-443-781-000	** VOIDED **
			BUILDING IMPROVEMENTS - PARKS	208-267-976-208	** VOIDED **
			PROGRAM SUPPLIES	592-536-758-000	** VOIDED **
08/29/2025	79164	ANGELA PETERS	DDA - EVENTS	248-724-817-004	** VOIDED **
08/29/2025	79165	ARMADILLO PRINTWEAR	CONTRACTUAL SERVICES	208-843-818-000	** VOIDED **
08/29/2025	79166	B&H PHOTO-VIDEO	EQUIPMENT SUPPLIES	101-228-778-000	** VOIDED **
			EQUIPMENT SUPPLIES	101-228-778-000	** VOIDED **
			SUPPLIES	101-345-728-000	** VOIDED **
			PROGRAM SUPPLIES	101-441-758-000	** VOIDED **
			PROGRAM SUPPLIES	101-745-758-000	** VOIDED **
08/29/2025	79167	BARBARA BLANCHARD	BERKLEY CRUISEFEST EXPENSES	101-345-758-012	** VOIDED **
08/29/2025	79168	BIG D LOCK CITY	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	** VOIDED **
			BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	** VOIDED **
			VEHICLE MAINTENANCE - DPW	101-345-939-002	** VOIDED **
08/29/2025	79169	BILLINGS LAWN EQUIPMENT	VEHICLE SUPPLIES	101-443-781-000	** VOIDED **
08/29/2025	79170	BRENDEL'S SEPTIC TANK SERVICE, LLC	CONTRACTUAL SERVICES	208-751-818-000	** VOIDED **
			CONTRACTUAL SERVICES	208-751-818-000	** VOIDED **
			CONTRACTUAL SERVICES	208-751-818-000	** VOIDED **
			CONTRACTUAL SERVICES	208-751-818-000	** VOIDED **
			CONTRACTUAL SERVICES	208-751-818-000	** VOIDED **
			CONTRACTUAL SERVICES	208-751-818-000	** VOIDED **
			CONTRACTUAL SERVICES	208-843-818-000	** VOIDED **

08/29/2025	79171	BRIAN LAPINE	CONTRACTUAL SERVICES	592-536-818-000	<b>** VOIDED **</b>
08/29/2025	79172	BRIDGET BOYDA-DEAN	MEETINGS & CONFERENCES	101-101-864-000	<b>** VOIDED **</b>
			MEETINGS & CONFERENCES	101-101-864-000	<b>** VOIDED **</b>
08/29/2025	79173	CADILLAC ASPHALT, LLC	ROAD SUPPLIES	202-464-782-000	<b>** VOIDED **</b>
			ROAD SUPPLIES	203-464-782-000	<b>** VOIDED **</b>
08/29/2025	79174	CARLESIMO PRODUCTS, INC.	PROGRAM SUPPLIES	202-469-758-000	<b>** VOIDED **</b>
			PROGRAM SUPPLIES	203-469-758-000	<b>** VOIDED **</b>
08/29/2025	79175	CARLISLE / WORTMAN	ESCROW PLANNING - SITE PLAN REVIEWS	101-000-283-372	<b>** VOIDED **</b>
08/29/2025	79176	CBTS	SOFTWARE MAINT AND SUBSCRIPTIONS	101-228-760-000	<b>** VOIDED **</b>
08/29/2025	79177	CHRISTOPHER GREY REMODELING &	BUILDING MAINTENANCE - DPW	101-267-931-441	<b>** VOIDED **</b>
08/29/2025	79178	CINTAS	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	<b>** VOIDED **</b>
			MEDICAL SUPPLIES	101-345-758-011	<b>** VOIDED **</b>
08/29/2025	79179	CINTAS	BUILDING MAINTENANCE - DPW	101-267-931-441	<b>** VOIDED **</b>
08/29/2025	79180	CIVICPLUS	COMPUTER SOFTWARE	101-215-986-000	<b>** VOIDED **</b>
08/29/2025	79181	CMP DISTRIBUTORS, INC	OPERATING SUPPLIES	101-345-732-000	<b>** VOIDED **</b>
08/29/2025	79182	CMV LANDSCAPE & EQUIPMENT COMPANY	CONTRACTUAL SERVICES	203-468-818-000	<b>** VOIDED **</b>
			CONTRACTUAL SERVICES	203-468-818-000	<b>** VOIDED **</b>
			CONTRACTUAL SERVICES	203-468-818-000	<b>** VOIDED **</b>
			CONTRACTUAL SERVICES	203-468-818-000	<b>** VOIDED **</b>
			CONTRACTUAL SERVICES	203-468-818-000	<b>** VOIDED **</b>
			CONTRACTUAL SERVICES	592-536-818-000	<b>** VOIDED **</b>
			CONCRETE REPAIR	592-536-982-000	<b>** VOIDED **</b>

			CONCRETE REPAIR	592-536-982-000	** VOIDED **
			CONCRETE REPAIR	592-536-982-000	** VOIDED **
			CONCRETE REPAIR	592-536-982-000	** VOIDED **
08/29/2025	79183	CONSUMERS ENERGY COMPANY	ROW BONDS - UTILITY COMPANIES	101-000-283-020	** VOIDED **
08/29/2025	79184	CONTRACTORS CONNECTION	PROGRAM SUPPLIES	208-843-758-000	** VOIDED **
			PROGRAM SUPPLIES	592-536-758-000	** VOIDED **
			PROGRAM SUPPLIES	592-536-758-000	** VOIDED **
			PROGRAM SUPPLIES	592-536-758-000	** VOIDED **
08/29/2025	79185	DEALER AUTO PARTS SALES	VEHICLE MAINTENANCE - DPW	101-345-939-002	** VOIDED **
			VEHICLE SUPPLIES	101-443-781-000	** VOIDED **
			VEHICLE MAINTENANCE	208-751-939-000	** VOIDED **
08/29/2025	79186	DEBORAH JOHNSON	DDA - EVENTS	248-724-817-004	** VOIDED **
08/29/2025	79187	DELL MARKETING LP	SUPPLIES	101-345-728-000	** VOIDED **
08/29/2025	79188	DEMCO	OFFICE SUPPLIES	101-790-728-000	** VOIDED **
			OFFICE SUPPLIES	101-790-728-000	** VOIDED **
08/29/2025	79189	DINO-MITE CRUSHING & RECYCLING	CONTRACTUAL SERVICES	202-468-818-000	** VOIDED **
			CONTRACTUAL SERVICES	203-468-818-000	** VOIDED **
08/29/2025	79190	DURST LUMBER & ACE HARDWARE	PROGRAM SUPPLIES	101-172-758-000	** VOIDED **
			MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	** VOIDED **
			MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	** VOIDED **
			MAINTENANCE SUPPLIES - DPW	101-267-776-441	** VOIDED **
			VEHICLE SUPPLIES	101-443-781-000	** VOIDED **
			PROGRAM SUPPLIES	202-475-758-000	** VOIDED **
			PROGRAM SUPPLIES	203-475-758-000	** VOIDED **
			MAINTENANCE SUPPLIES - PARKS	208-267-776-208	** VOIDED **
			EQUIPMENT SUPPLIES	208-751-778-000	** VOIDED **
			PROGRAM SUPPLIES	592-536-758-000	** VOIDED **
			EQUIPMENT	592-536-982-592	** VOIDED **

08/29/2025	79191	ELISABETH CONGER	RENTED MATERIALS	101-790-978-001	<b>** VOIDED **</b>
08/29/2025	79192	ERIC REICHELT	PROFESSIONAL DEVELOPMENT	592-536-960-000	<b>** VOIDED **</b>
08/29/2025	79193	ETHAN GAYNOR	BUILDING PERMITS	101-001-478-000	<b>** VOIDED **</b>
08/29/2025	79194	FERGUSON WATERWORKS #3386	PROGRAM SUPPLIES PROGRAM SUPPLIES	592-536-758-000 592-536-758-000	<b>** VOIDED **</b> <b>** VOIDED **</b>
08/29/2025	79195	FERGUSON WATERWORKS #3386	PROGRAM SUPPLIES	592-536-758-000	<b>** VOIDED **</b>
08/29/2025	79196	FIRE DEFENSE EQUIPMENT COMPANY	MAINTENANCE SUPPLIES - DPW	101-267-776-441	<b>** VOIDED **</b>
08/29/2025	79197	FIRST SERVE	CONTRACTUAL SERVICES	208-803-818-000	<b>** VOIDED **</b>
08/29/2025	79198	GARRETT DOOR CO.	BUILDING MAINTENANCE - DPW	101-267-931-441	<b>** VOIDED **</b>
08/29/2025	79199	GFL ENVIRONMENTAL SERVICES USA INC.	FUEL & OIL	101-441-751-000	<b>** VOIDED **</b>
08/29/2025	79200	GREAT LAKES WATER AUTHORITY	NONRESIDENTIAL SURCHARGE NONRESIDENTIAL SURCHARGE	592-536-928-000 592-536-928-000	<b>** VOIDED **</b> <b>** VOIDED **</b>
08/29/2025	79201	GUNNERS METERS & PARTS INC.	PROGRAM SUPPLIES	592-536-758-000	<b>** VOIDED **</b>
08/29/2025	79202	HADROUT	WEBSITE MAINTENANCE	101-250-814-000	<b>** VOIDED **</b>
08/29/2025	79203	HENRY FORD HEALTH SYSTEM	PUBLIC SAFETY MEDICAL EXPENSES MEDICAL EXPENSES MEDICAL EXPENSES	101-345-835-000 101-441-835-000 592-536-835-000	<b>** VOIDED **</b> <b>** VOIDED **</b> <b>** VOIDED **</b>
08/29/2025	79204	HOME DEPOT CREDIT SERVICES	PROGRAM SUPPLIES	592-536-758-000	<b>** VOIDED **</b>

08/29/2025	79205	HUNT SIGN CO LTD	PROGRAM SUPPLIES	208-843-758-000	** VOIDED **
08/29/2025	79206	IAN LA BELLE	DDA - EVENTS	248-724-817-004	** VOIDED **
08/29/2025	79207	INTEGRATED SUPPLY NETWORK	TOOLS	592-536-787-000	** VOIDED **
08/29/2025	79208	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	202-468-818-000	** VOIDED **
			CONTRACTUAL SERVICES	202-468-818-000	** VOIDED **
			CONTRACTUAL SERVICES	202-468-818-000	** VOIDED **
			CONTRACTUAL SERVICES	203-468-818-000	** VOIDED **
			CONTRACTUAL SERVICES	203-468-818-000	** VOIDED **
			CONTRACTUAL SERVICES	203-468-818-000	** VOIDED **
08/29/2025	79209	JACK DOHENY COMPANY	VEHICLE MAINTENANCE	592-536-939-000	** VOIDED **
			VEHICLE MAINTENANCE	592-536-939-000	** VOIDED **
			VEHICLE MAINTENANCE	592-536-939-000	** VOIDED **
08/29/2025	79210	JESSICA JANSEN	DDA - EVENTS	248-724-817-004	** VOIDED **
08/29/2025	79211	JOHNSON CONTROLS, INC.	HEAT/COOLING	101-265-976-002	** VOIDED **
			BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	** VOIDED **
08/29/2025	79212	KATE WAGNER	DDA - EVENTS	248-724-817-004	** VOIDED **
08/29/2025	79213	KIMBALL MIDWEST	VEHICLE SUPPLIES	101-443-781-000	** VOIDED **
08/29/2025	79214	KONICA MINOLTA BUSINESS SOLUTIONS	SOFTWARE MAINT AND SUBSCRIPTIONS	101-228-760-000	** VOIDED **
			OFFICE EQUIPMENT RENTAL	101-228-946-000	** VOIDED **
			OFFICE EQUIPMENT MAINTENANCE	101-790-934-000	** VOIDED **
08/29/2025	79215	LERETA, LLC	SUNDRY REVENUE	101-001-672-001	** VOIDED **

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08/29/2025	79216	LIFE SKILLS VILLAGE	DDA - EVENTS	248-724-817-004	<b>** VOIDED **</b>
08/29/2025	79217	LINKEDIN	PROFESSIONAL DEVELOPMENT	101-270-960-000	<b>** VOIDED **</b>
08/29/2025	79218	MACQUEEN EMERGENCY	VEHICLE SUPPLIES	101-443-781-000	<b>** VOIDED **</b>
08/29/2025	79219	MALONEY TRUCKING	DPW CONTRACTUAL DPW CONTRACTUAL	592-536-830-000 592-536-830-000	<b>** VOIDED **</b> <b>** VOIDED **</b>
08/29/2025	79220	MATTHEW PEASLEY	UNIFORMS-CLEANING & PURCHASES	101-345-744-000	<b>** VOIDED **</b>
08/29/2025	79221	MICHIGAN TOURNAMENT FLEET	BERKLEY CRUISEFEST EXPENSES	101-345-758-012	<b>** VOIDED **</b>
08/29/2025	79222	MISDU	PAYROLL DEDUCTIONS PAYROLL DEDUCTIONS	101-000-231-000 101-000-231-000	<b>** VOIDED **</b> <b>** VOIDED **</b>
08/29/2025	79223	MOBILE COMMUNICATIONS AMERICA, INC.	OPERATING SUPPLIES	101-790-732-000	<b>** VOIDED **</b>
08/29/2025	79224	MONA MARKABANI	DDA - EVENTS	248-724-817-004	<b>** VOIDED **</b>
08/29/2025	79225	MORTAR CITY MASONRY	BS24-0012 - PZC24-0118	101-000-283-000	<b>** VOIDED **</b>
08/29/2025	79226	MR. KABOB	BERKLEY CRUISEFEST EXPENSES	101-345-758-012	<b>** VOIDED **</b>
08/29/2025	79227	MSTS RECEIVABLES LLC	VEHICLE SUPPLIES	101-443-781-000	<b>** VOIDED **</b>
08/29/2025	79228	NATIONAL TRAILS	CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES	208-754-818-000 208-754-818-000 208-754-818-000 208-754-818-000 208-754-818-000	<b>** VOIDED **</b> <b>** VOIDED **</b> <b>** VOIDED **</b> <b>** VOIDED **</b> <b>** VOIDED **</b>



08/29/2025	79229	NELSON BROTHERS SEWER & PLUMBING	BUILDING MAINTENANCE - LIBRARY BUILDING MAINTENANCE - PUB SAFETY	101-267-931-271 101-267-931-345	** VOIDED ** ** VOIDED **
08/29/2025	79230	NYE UNIFORM	UNIFORMS-CLEANING & PURCHASES UNIFORMS-CLEANING & PURCHASES UNIFORMS-CLEANING & PURCHASES UNIFORMS-CLEANING & PURCHASES	101-345-744-000 101-345-744-000 101-345-744-000 101-430-744-000	** VOIDED ** ** VOIDED ** ** VOIDED ** ** VOIDED **
08/29/2025	79231	OAKLAND COUNTY	PROGRAM SUPPLIES	101-430-758-000	** VOIDED **
08/29/2025	79232	OAKLAND COUNTY CLERKS ASSOCIATION	PROFESSIONAL DEVELOPMENT	101-215-960-000	** VOIDED **
08/29/2025	79233	PITNEY BOWES GLOBAL FINANCIAL SERV.	OFFICE EQUIPMENT RENTAL	101-228-946-000	** VOIDED **
08/29/2025	79234	PITNEY BOWES INC.	OFFICE EQUIPMENT RENTAL OFFICE EQUIPMENT RENTAL POSTAGE-PRINTING-MAILING POSTAGE-PRINTING-MAILING	101-265-946-000 101-265-946-000 592-536-730-000 592-536-730-000	** VOIDED ** ** VOIDED ** ** VOIDED ** ** VOIDED **
08/29/2025	79235	POMP'S TIRE SERVICE, INC.	VEHICLE MAINTENANCE - DPW VEHICLE SUPPLIES	101-345-939-002 101-443-781-000	** VOIDED ** ** VOIDED **
08/29/2025	79236	RC TELCOM LLC	BUILDING MAINTENANCE - LIBRARY BUILDING MAINTENANCE - PUB SAFETY BUILDING MAINTENANCE -PARKS	101-267-931-271 101-267-931-345 208-267-931-208	** VOIDED ** ** VOIDED ** ** VOIDED **
08/29/2025	79237	RED WING BUSINESS ADVANTAGE ACCOUNT	UNIFORMS-CLEANING & PURCHASES	101-345-744-000	** VOIDED **
08/29/2025	79238	RKA PETROLEUM COS, INC	INVENTORY - FUEL & OIL	101-000-110-002	** VOIDED **
08/29/2025	79239	ROAD COMMISSION FOR OAKLAND CO	EQUIPMENT MAINTENANCE EQUIPMENT MAINTENANCE	202-475-933-000 203-475-933-000	** VOIDED ** ** VOIDED **
08/29/2025	79240	ROSE PEST SOLUTIONS	BUILDING MAINTENANCE -PARKS	208-267-931-208	** VOIDED **

08/29/2025	79241	SCHENA ROOFING & SHEET METAL	BUILDING MAINTENANCE - DPW BUILDING MAINTENANCE - DPW	101-267-931-441 101-267-931-441	** VOIDED ** ** VOIDED **
08/29/2025	79242	SOCRRA	RUBBISH COLLECTION TRASH DISPOSAL TRASH DISPOSAL	226-528-818-001 226-528-818-003 226-528-818-003	** VOIDED ** ** VOIDED ** ** VOIDED **
08/29/2025	79243	STAPLES	EQUIPMENT SUPPLIES	101-228-778-000	** VOIDED **
08/29/2025	79244	STEVE YONO	DDA - EVENTS	248-724-817-004	** VOIDED **
08/29/2025	79245	STREET DUTY	EQUIPMENT	101-345-982-000	** VOIDED **
08/29/2025	79246	SUZANNE KINNEN	PROFESSIONAL DEVELOPMENT PROFESSIONAL DEVELOPMENT	101-790-960-000 101-790-960-000	** VOIDED ** ** VOIDED **
08/29/2025	79247	SWANK MOTION PICTURES, INC.	CONTRACTUAL SERVICES	208-844-818-000	** VOIDED **
08/29/2025	79248	THE LIBRARY NETWORK	DOWNLOADABLE CONTENT LIBRARY COOP LIBRARY COOP LIBRARY COOP LIBRARY COOP	101-790-731-001 101-790-828-000 101-790-828-000 101-790-828-000 101-790-828-000	** VOIDED ** ** VOIDED ** ** VOIDED ** ** VOIDED ** ** VOIDED **
08/29/2025	79249	THE LIBRARY STORE	OFFICE SUPPLIES	101-790-728-000	** VOIDED **
08/29/2025	79250	TOADVINE BOOKS	PROGRAM SUPPLIES-CONTRIBUTIONS - LIBRA BOOKS	101-790-758-005 101-790-978-000	** VOIDED ** ** VOIDED **
08/29/2025	79251	TOM JENKINS	DDA - EVENTS	248-724-817-004	** VOIDED **
08/29/2025	79252	TRUCK & TRAILER SPECIALTIES, INC.	EQUIPMENT	101-441-982-000	** VOIDED **

			VEHICLE SUPPLIES	101-443-781-000	** VOIDED **
08/29/2025	79253	UNCLE ANDY'S PIZZA	BERKLEY CRUISEFEST EXPENSES	101-345-758-012	** VOIDED **
08/29/2025	79254	UNITED FACILITY SUPPLIES	MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	** VOIDED **
08/29/2025	79255	VERIZON WIRELESS	SOFTWARE MAINT AND SUBSCRIPTIONS TELEPHONE	101-228-760-000 101-228-853-000	** VOIDED ** ** VOIDED **
08/29/2025	79256	VESCO OIL CORPORATION	FUEL & OIL	101-441-751-000	** VOIDED **
08/29/2025	79257	WAGEWORKS, INC	CONSULTANT	101-191-817-000	** VOIDED **
08/29/2025	79258	WCA ASSESSING	CONTRACTUAL SERVICES	101-191-818-000	** VOIDED **
08/29/2025	79259	ZOE CARROLL	MEETINGS & CONFERENCES	101-790-864-000	** VOIDED **
		TOTAL - ALL FUNDS	TOTAL OF 234 CHECKS (102 voided)		<b>772,303.63</b>

DATE	VENDOR	AMOUNT
8/4/2025	DTE ENERGY	\$ 577.65
8/5/2025	DTE ENERGY	\$ 194.38
8/5/2025	CONSUMERS ENERGY	\$ 152.45
8/5/2025	CONSUMERS ENERGY	\$ 144.04
8/5/2025	CONSUMERS ENERGY	\$ 38.15
8/5/2025	CONSUMERS ENERGY	\$ 172.97
8/5/2025	CONSUMERS ENERGY	\$ 29.71
8/5/2025	CONSUMERS ENERGY	\$ 30.61
8/6/2025	DTE ENERGY	\$ 6,207.26
8/6/2025	DTE ENERGY	\$ 18.91
8/6/2025	DTE ENERGY	\$ 58.41
8/6/2025	DTE ENERGY	\$ 678.20
8/6/2025	DTE ENERGY	\$ 622.21
8/6/2025	DTE ENERGY	\$ 27.24
8/6/2025	DTE ENERGY	\$ 1,024.79
8/6/2025	DTE ENERGY	\$ 50.30
8/6/2025	DTE ENERGY	\$ 211.86

8/6/2025	DTE ENERGY	\$	2,166.70
8/6/2025	DTE ENERGY	\$	114.35
8/6/2025	DTE ENERGY	\$	23.78
8/6/2025	ALERUS	\$	432.69
8/6/2025	ALERUS	\$	5,087.11
8/6/2025	ALERUS	\$	1,593.25
8/6/2025	ALERUS	\$	4,451.92
8/6/2025	MERS	\$	111,330.09
8/7/2025	STATE OF MICHIGAN - PAYROLL TAX	\$	46,756.03
8/7/2025	ALERUS	\$	27,489.81
8/8/2025	A D N DENTAL	\$	16,912.45
8/8/2025	PNP BILL PAYMENT	\$	250.59
8/8/2025	CREDIT CARD PAYMENT	\$	34,360.03
8/12/2025	DTE ENERGY	\$	20,079.86
8/14/2025	UNION DUES	\$	300.00
8/14/2025	UNION DUES	\$	400.00
8/14/2025	UNION DUES	\$	680.00
8/14/2025	UNION DUES	\$	209.07
8/14/2025	MISSIONSQUARE	\$	3,945.48
8/14/2025	IRS TAX PAYMENT	\$	74,023.94
8/14/2025	ALERUS	\$	500.34
8/14/2025	ALERUS	\$	5,504.32
8/14/2025	ALERUS	\$	1,744.49
8/14/2025	ALERUS	\$	5,016.36
8/14/2025	NATIONWIDE	\$	6,019.15
8/14/2025	NATIONWIDE	\$	2,573.31
8/15/2025	HARTFORD	\$	371.00
8/15/2025	HARTFORD	\$	5,572.82
8/18/2025	DTE ENERGY	\$	50.36
8/18/2025	DTE ENERGY	\$	1,109.56
8/19/2025	RETURN DEBIT CHARGEBACK	\$	694.96
8/26/2025	PNP BILL PAYMENT	\$	361.74
8/27/2025	STATE OF MICHIGAN - PAYROLL TAX	\$	251.60
8/27/2025	STATE OF MICHIGAN - PAYROLL TAX	\$	27,490.93
8/27/2025	PITNEY BOWES	\$	4,000.00
8/28/2025	UNION DUES	\$	208.98
8/28/2025	UNION DUES	\$	400.00
8/28/2025	UNION DUES	\$	680.00
8/28/2025	MISSIONSQUARE	\$	4,017.14
8/28/2025	IRS TAX PAYMENT	\$	70,911.50
8/28/2025	ALERUS	\$	445.68
8/28/2025	ALERUS	\$	5,355.55
8/28/2025	ALERUS	\$	1,639.26
8/28/2025	ALERUS	\$	16,951.14
8/28/2025	PNP BILL PAYMENT	\$	223.83

8/28/2025	MERS	\$	108,782.14
8/28/2025	NATIONWIDE	\$	6,349.15
8/28/2025	NATIONWIDE	\$	2,579.65
8/29/2025	IRS TAX PAYMENT	\$	16,374.36

**TOTAL OF ACH TRANSACTIONS**

**\$ 657,025.61**

**GRAND TOTAL**

**\$ 1,429,329.24**

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

\_\_\_\_\_  
Bridget Dean, Mayor

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

**AN**  
**ORDINANCE**  
**of the City Council of the City 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.**

**THE CITY OF  
BERKLEY ORDAINS:**

**SECTION 1:** Section 14-36 Outdoor Uses in Connection with Class C Liquor-Licensed Establishments of the Berkley City Code is amended, as follows:

**Sec. 14-36. – Outdoor Uses in Connection with Class C Liquor-Licensed Establishments.**

The purposed of this section is to regulate outdoor uses in connection with class C liquor-licensed establishments in order to provide for the health, safety and welfare of the citizens of the city, including, but not limited to, the protection of patrons with class C liquor-licensed establishments, the avoidance of blight upon surrounding properties, the preservation of harmonious, aesthetic appearances and the elimination of conditions interfering with the peaceful enjoyment of surrounding properties.

Outdoor service areas on private property shall be reviewed and approved in accordance with chapter 138 of the Code. Approval of consumption of liquor within the outdoor service area shall only be granted after the service area has been approved.

Temporary sale and consumption of liquor within a tent or other temporary structure shall be reviewed and approved in accordance with chapter 138 of the Code.

**SECTION 2:** Severability Clause

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

**SECTION 3:** Penalty

All violations of this ordinance shall be municipal civil infractions and upon determination of responsibility therefore shall be punishable by a civil fine of not more than \$500, and/or such other sanctions and remedies as prescribed in Article IX of Chapter 82 of the Code of Ordinances.

**SECTION 4:** Effective Date

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

**SECTION 5: Publication**

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

Introduced on the First Reading at the Regular City Council Meeting on Monday, September 8, 2025.

Adopted on the Second Reading at the Regular City Council Meeting on Monday, September 22, 2025.

---

Bridget Dean, Mayor

Attest:

---

Victoria Mitchell, City Clerk



**CITY OF BERKLEY**  
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

# MEMORANDUM

To: Mayor Dean and City Council  
From: Kristen Kapelanski, Community Development Director  
Date: September 22, 2025  
Subject: City Code 'Cleanup' Amendment for Outdoor Seating References

---

Madam Mayor and Members of City Council,

## Background

- Section 14-36 of the City Code includes regulations for outdoor uses in connection with a Class C Liquor License. There are several cross-references to outdoor dining areas and sidewalk cafes.
- Incorporated in the rewritten Zoning Ordinance, adopted in March of this year, are standards for outdoor dining areas, including requirements for submittal requirements and staff review.
- City Council approved the first reading on September 8, 2025.

## Summary

- The proposed ordinance amendments to Section 14-36 of the City Code include the following:
  - An update of references to include the terminology listed in the zoning ordinance (outdoor service areas instead of outdoor dining areas and sidewalk cafes); and
  - Removal of references to outdated zoning ordinance sections.

## Recommendation

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to approve the second reading 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.



AN

ORDINANCE

of the City Council of the City 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 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.

THE CITY OF

BERKLEY ORDAINS:

SECTION 1: Article 2 Definitions of the Berkley City Code is amended, as follows:

ARTICLE 2 DEFINITIONS

SECTION 2.01 [Unchanged]

SECTION 2.02 DEFINITIONS

*Accessory building or accessory structure – Build-to-line:* [Unchanged.]

*Business Services:* Establishments that provide services primarily to other businesses, rather than the general public.

*Canopy – Light Trespass:* [Unchanged.]

*Live/work unit:* A combined live/work space or an integrated living unit and working space with an internal connection between the living unit and working space.

*Loading space – Tattoo Studio:* [Unchanged.]

*Temporary building and use:* A structure or use permitted by the Community Development Director or their designee and/or the Building Official to exist during periods of construction of the main use or for special events.

A. *Carnivals: - Charities/Not-For-Profit Events:* [Unchanged.]

D. *Promotional Events and Sidewalk Display:* Sales or promotional exhibitions that display materials or include promotional activities that are otherwise prohibited by the City Code such as, but not limited to, grand opening or anniversary celebrations including outdoor activities and live music or outdoor sidewalk sales.

E. *Seasonal Sales:* [Unchanged.]

*Tents: - Zoning Map:* [Unchanged.]

**SECTION 2:** Article 6 Site Design Based Districts of the Berkley City Code is amended, as follows:

## **ARTICLE 6 SITE DESIGN BASED DISTRICTS**

### **SECTION 6.01 PURPOSE AND INTENT**

The Master Plan identified areas within the City that place greater emphasis on regulating site design and character of development as well as use and intensity of use. Within these areas, the City encourages development with a mix of uses, including public open space, in order to provide walkable development in a sustainable manner. The Site Design-Based Districts are intended to implement the vision, goals, and objectives of the Master Plan and any other applicable plans.

A. [Unchanged.]

B. ***Factors for regulation:*** Considering site context provides a customized approach to the inherent conditions of the areas where these regulations are applied. These regulations are based on two significant factors: site context and site layout.

1. ***Site context.*** Site context is derived from existing and desired characteristics, which include street types and site types.
  - a. Streets can be divided into various types, based on purpose and unique attributes.
  - b. Sites are divided into types based on characteristics including shape, size, and orientation. Site types are distinguished from one another by their site context, which includes size and configuration of the site, traffic patterns, location, existing land uses, and intensity of use. Total lot area governs site layout type.
2. ***Site layout.*** Site layout addresses the manner in which buildings and structures are situated on their lots, relate to surrounding buildings, and relate to street frontage. The shape of the building, the land area to volume ratio, and the orientation of the building have significant impacts on the general feel and character of an area. Site layout standards control height, placement, building configuration, parking location, and ground story activation applicable to the site context.
3. Regulations are tailored to meet a more specific intent of each district. These districts and intents are set forth elsewhere in this Article.

C. [Unchanged.]

**SECTION 6.02 - SECTION 6.09 EXCEPTIONS AND WAIVERS** [Unchanged.]

**SECTION 3:** Article 9 General Provision of the Berkley City Code is amended, as follows:

## **ARTICLE 9 GENERAL PROVISIONS**

### **SECTION 9.01 PURPOSE** [Unchanged.]

### **SECTION 9.02 FENCES AND WALLS**

**A.** – **B.** [Unchanged.]

**C.** *Requirements for Residential Districts.*

1. – 11. [Unchanged.]

12. Any fence or landscape treatment erected within ten feet of a driveway or public right-of-way intersection must permit a motorist an unobstructed view of the public right-of-way when exiting a driveway. The sidewalk must be visible for a distance of ten feet on both sides of the driveway. Visibility is judged from the garage door jambs or ten feet from the sidewalk along the driveway's edge, whichever is closer. Visibility is judged from thirty inches above the sidewalk. The Zoning Administrator or their designee will be the judge of visibility. These requirements apply whether or not the fence is on the same parcel as the driveway.

13. [Unchanged.]

**D.** – **F.** [Unchanged.]

### **SECTION 9.03 WIND ENERGY** [Unchanged.]

### **SECTION 9.04 SOLAR ENERGY**

**A.** – **E.** [Unchanged.]

**F.** The following requirements apply to ground-mounted solar energy systems.

1. Ground-mounted solar energy systems are a permitted accessory use in the R-1AB Single-Family Residential, R-1CD Single Family Residential, R-2 Two-Family Residential, R-M Low-Density Multiple-Family Residential, R-M-H High Density Multiple-Family Residential, Flex, Cemetery, and Community Centerpiece zoning districts.

2. – 6. [Unchanged.]

### **SECTION 9.05 DRIVEWAYS**

**A.** [Unchanged.]

**B.** **Certificate Required.** The construction or rebuilding of any driveway must be performed in compliance with all municipal codes and requires a zoning certificate. The requirements of Section 106-47 of the Berkley Code of Ordinances apply.

**D.** *Single or Two Family Residential Uses.* For single family or two family homes in all zoning districts, the following regulations apply:

1. [Unchanged.]

2. **Driveway widths:** In no instance may a driveway be installed in front of a residential structure, except in front of an attached garage or where circular driveways are permitted. The widths of driveways must meet the following requirements:

<b>Table 9.05.D.2.</b>			
<b>Type of Lot</b>	<b>Maximum Driveway Width</b>	<b>Minimum Driveway Width</b>	<b>Location</b>
Interior lot	16 ft.	9 ft.	Between the front building line and the front lot line
Interior lot with attached garage	Width of garage façade and taper uniformly to 16 ft.		At the front lot line
Corner lot when garage faces side street	20 ft. or the width of the garage, whichever is greater		At the side street lot line
Interior lot on Greenfield Road between Twelve Mile and Catalpa	20 ft.		Between the front building line and the front lot line

3. – 6. [Unchanged.]

**D.** [Unchanged.]

## **SECTION 9.06 ESSENTIAL SERVICES - SECTION 9.08 LOT LIMITATIONS** [Unchanged.]

### **SECTION 9.09 ACCESSORY BUILDINGS AND STRUCTURES**

Accessory buildings and structures must be classified as defined in Article 2, Definitions of this Ordinance and, unless otherwise provided in this Ordinance, are subject to this Section. By their definition and nature, accessory buildings and structures must be secondary and clearly incidental to the principal building on a parcel of land. Such buildings or structures therefore are not permitted as the only building or structure on a parcel of land. The erection, rebuilding or construction of an accessory building or structure may require a building permit and/or zoning certificate.

#### **A. Layout requirements.**

1. [Unchanged.]

2. The width of a front-loading attached garage must not be more than fifty percent of the total width of the main building as measured along the front building line. The garage portion must be recessed at least five more feet from the front building line.
3. – 4. [Unchanged.]
5. **Setbacks.**
  - a. Detached accessory buildings, except those totaling 36 sq. ft. or less and 6 ft. or less in height, dog houses and dog runs, must not be located closer than ten feet to any main building or other accessory building.
  - b. – c. [Unchanged.]
- B. – G. [Unchanged.]
- H. **Windows.** On elevations facing neighboring properties, where the window header is eight feet or more above grade, the amount of glazing must be limited to no more than eight square feet per elevation, unless superseded by the Michigan Residential Building Code.
- I. **Swimming Pools.**
  1. A wall of a swimming pool must be located six feet or greater from any rear or side parcel line.
  2. A wall of a swimming pool that has a capacity greater than six hundred gallons must be located six feet or greater from the main building or other accessory building or structure. Swimming pools that have a capacity of six hundred or fewer gallons are excepted from this setback requirement.
  3. Construction requires a site plan, building permit, and all applicable electrical heating and plumbing permits. All pools, which contain twenty-four inches or more of water in depth at any point, must be surrounded by an adequate enclosure in accordance with the City's current building codes and current ISPC codes. Electrical service conductors and other overhead wires must be located a minimum of ten feet from the pool's edge or a minimum of twenty-two feet above the pool surface. Pool heaters must be installed according to the current adopted City Code. All swimming pools must be provided with a recirculating skimming device. The water of all swimming pools must be sanitized. The installation of swimming pools must be in accordance with the requirements of the Building and Electrical Code.
- J. – K. [Unchanged.]

## **SECTION 9.10 WIRELESS COMMUNICATION FACILITIES - SECTION 9.19 CALCULATING BUILDING HEIGHT** [Unchanged.]

**SECTION 4:** Article 11 Sign Regulations of the Berkley City Code is amended, as follows:

### **ARTICLE 11 SIGN REGULATIONS**

#### **SECTION 11.01 INTENT - SECTION 11.02 SIGN COMPUTATION** [Unchanged.]

#### **SECTION 11.03 EXEMPT SIGNS**

- A. [Unchanged.]
- B. The following signs are permitted in non-residential districts and are exempt from the regulations of this Article.
  - 1. Banners six sq. ft. or less.
  - 2. Barber poles, not exceeding twelve inches in diameter and eight feet in height.
  - 3. Fuel pumps.
  - 4. Vehicle signs.
  - 5. Window signs, not exceeding twenty-five percent of the total glass area of each facade.

**SECTION 11.04 PROHIBITED SIGNS** [Unchanged.]

**SECTION 11.05 GENERAL STANDARDS - SECTION 11.07 PERMANENT SIGNS** [Unchanged.]

**SECTION 11.08 TEMPORARY AND PORTABLE SIGNS**

- A. – B. [Unchanged.]
- C. *Standards for All Temporary Signs.*
  - 1. Temporary signs must be constructed of durable, all-weather materials and designed to remain in place and in good repair so long as they remain on display.
  - 2. For temporary signs greater than six square feet in area, display of temporary banners and temporary signs are allowed for up to two continuous periods no greater than a total of thirty days in a calendar year.

**SECTION 11.09 DESIGN, CONSTRUCTION, AND MAINTENANCE REQUIREMENTS - SECTION 11.10 NONCONFORMING SIGNS** [Unchanged.]

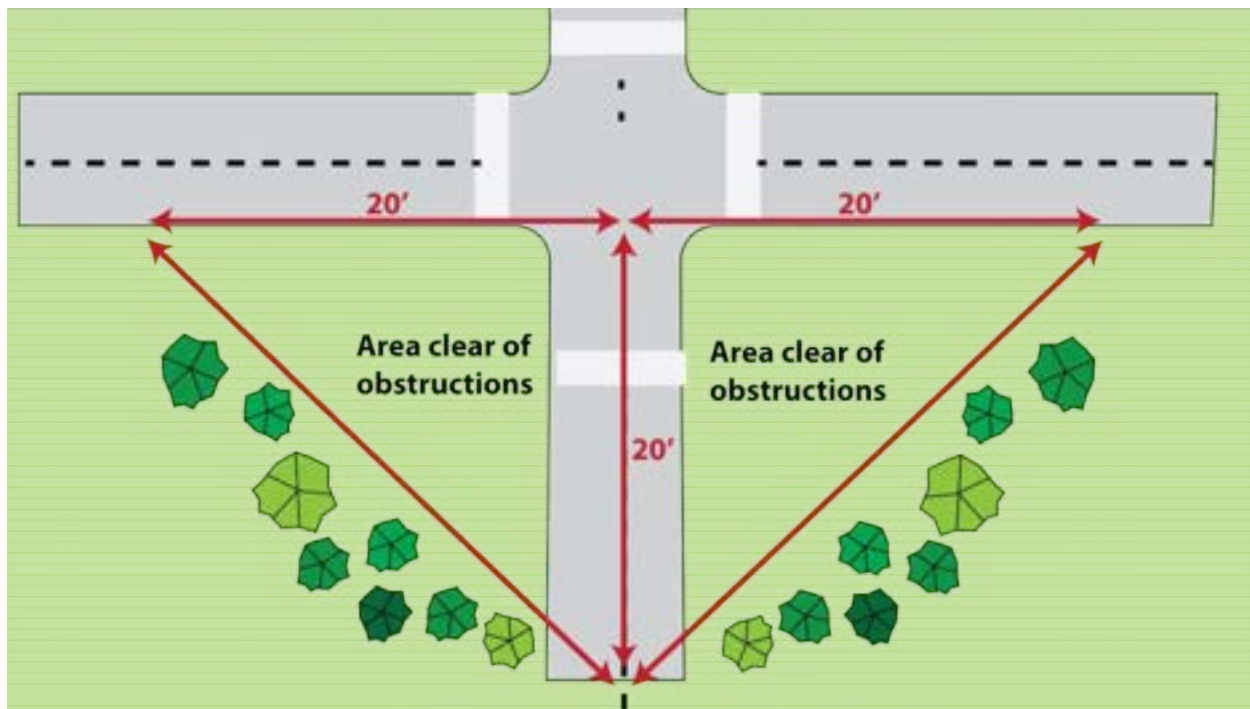
**SECTION 5:** Article 14 Off-Street Parking, Loading and Access Standards of the Berkley City Code is amended, as follows:

**ARTICLE 14 OFF-STREET PARKING, LOADING, AND ACCESS STANDARDS**

**SECTION 14.01 INTENT - SECTION 14.02 STREETS, ROADWAYS, AND RIGHTS-OF-WAY -** [Unchanged.]

**SECTION 14.03 CLEAR VISION ZONE**

There must be a clear vision zone at all intersecting streets, at intersecting driveways and sidewalks and at intersecting drives and maneuvering lanes within off-street parking areas consisting of a triangular area defined by the point of intersection of the driveways or maneuvering lanes and the two points extended along a distance of twenty feet. The lines for the triangular area are created by utilizing the edge of the drives or maneuvering lanes closest to an existing or proposed building. The above-described triangular area must have no obstruction to vision permitted from a height of two feet to eight feet above the established grade as set by the City Engineer or their designee.



## SECTION 14.04 VEHICLE PARKING REQUIREMENTS

### *General Standards.*

- A. – C. [Unchanged.]
- D. ***Location of parking space for one- and two family dwellings.*** The off-street parking facilities required for one- and two family dwellings and accessory dwelling units must be located on the same lot or plot of ground as the building they are intended to serve and must consist of any combination of a parking strip, parking apron, carport, or garage, as required by Section 9.05. The parking strip may be part of a driveway, including a circular driveway.
- E. ***Parking for other land uses.***
  - 1. The off-street parking facilities required for all other uses must be located on the lot or within five hundred feet of the permitted uses requiring such off-street parking, such distance to be measured along lines of public access to the parcels between the nearest point of the parking facility to the building to be served.
  - 2. No parking is permitted on any residential lot or combination of lots in the side or rear yards except on a hard surface material.
  - 3. Recreational vehicles must be stored in an accessory structure or the rear yard on a hard surface. A recreational vehicle parked on property for more than forty-eight hours is considered stored.
- M. ***On-street parking credit.*** On-street parking spaces where the entire space is directly in front of a business's property frontage or side yard frontage in the case of a corner lot may be counted toward the required number of parking spaces. Partial spots may not be used for an on- street parking credit.

N. – R. [Unchanged.]

**SECTION 14.05 EXEMPTIONS - SECTION 14.08 OFF-STREET LOADING REQUIREMENTS –**  
[Unchanged.]

**SECTION 6:** Article 15 Site Plan Review Procedures and Requirements of the Berkley City Code is amended, as follows:

**ARTICLE 15 SITE PLAN REVIEW PROCEDURES AND REQUIREMENTS**

**SECTION 15.01 INTENT - SECTION 15.02 BUILDING, STRUCTURES, AND USES REQUIRING SITE PLAN REVIEW** [Unchanged.]

**SECTION 15.03 SITE PLAN REVIEW PROCEDURES**

A. [Unchanged.]

B. *Pre-Application Meeting (Optional).* Prior to the submission of an application for site plan approval, the applicant, with appropriate experts, may meet City staff and consultants. The applicant must present at such conference(s) at least a sketch plan of the proposed site plan, as specific in Section 15.03(A).

C. *Preliminary Site Plan Procedures.*

1. A petitioner seeking Site Plan Approval as required under Section 15.02 must submit an application to the Zoning Administrator for preliminary site plan approval, together with the appropriate fees. Refer to Section 15.06 for data required for Preliminary Site Plans.
2. – 6. [Unchanged.]

D. – E. [Unchanged.]

**SECTION 15.04 ADMINISTRATIVE PLAN REVIEW - SECTION 15.08 EXTENSION, REVOCATION, AND ABANDONMENT OF SITE PLAN APPROVAL** [Unchanged.]

**SECTION 7:** Severability Clause

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

**SECTION 8:** Penalty

All violations of this ordinance shall be municipal civil infractions and upon determination of responsibility therefore shall be punishable by a civil fine of not more than \$500, and/or such other sanctions and remedies as prescribed in Article IX of Chapter 82 of the Code of Ordinances.

**SECTION 9:** Effective Date

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



**SECTION 10: Publication**

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

Introduced on the First Reading at the Regular City Council Meeting on Monday, September 8, 2025.

Adopted on the Second Reading at the Regular City Council Meeting on Monday, September 22, 2025.

---

Bridget Dean, Mayor

Attest:

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Victoria Mitchell, City Clerk

# MEMORANDUM

To: Mayor Dean and City Council  
From: Kristen Kapelanski, Community Development Director  
Date: September 22, 2025  
Subject: Zoning Ordinance 'Cleanup' Amendment

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Madam Mayor and Members of City Council,

## Background

- The City Council adopted the new Zoning Ordinance in March of 2025.
- As staff has begun to use the new Zoning Ordinance, they've come across a number of minor items that require clarification or are need of small adjustments to improve the functionality of the new standards.
- The Planning Commission held the required public hearing on the amendments on August 26, 2025 and recommended approval of the amendments.
- The City Council approved the first reading on September 8, 2025.

## Summary

- The proposed ordinance amendments include the following:
  - Add a definition of business services for clarification purposes;
  - Add a definition of a live/work unit;
  - Remove references to utilization of a public sidewalk for promotional events and sidewalk displays, consistent with the prior ordinance;
  - Indicate the total site layout area governs the site layout type required;
  - Correct administrative references to the Zoning Administrator versus the Community Development Director as the reviewer of zoning certificates;
  - Permit ground-mounted solar panels in residential districts;
  - Clarify that driveways require a zoning certificate and may not be installed in front of a residential building (except in the case of an attached garage or circular drive);
  - Clarify that accessory building construction may require a building permit or zoning certificate;

- Amend the allowable percentage of a front-loading attached garage when compared to the main building;
- Clarify that accessory buildings 36 sq. ft. or less are not subject to accessory building setbacks;
- Clarify that Michigan Building Code requirements supersede zoning ordinance requirements for windows on accessory structures facing neighboring properties;
- Clarify that the amount of window signs is regulated based on the entire façade and not each window;
- Remove references to building mounted signs in temporary sign regulations so that temporary sign regulations apply to all sign types;
- Clarify that clear vision zone requirements apply to intersecting driveways and sidewalks;
- Add in standards for the location of recreational vehicle storage;
- Clarify that parking must be on a hard surface;
- Include on-street parking spaces on the side yard frontage as spaces that may be counted towards parking requirements in the case of corner lots;
- Clarify that pre-application meetings will be with City staff and consultants; and
- Add a reference to the Preliminary Site Plan data checklist in the Preliminary Site Plan Procedure regulations.

## **Recommendation**

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to approve the second reading 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 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 the regulations for residential driveways, to modify the width requirements for attached garages, to clarify the 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.

**A PROCLAMATION**  
**of the Council of the City of Berkley, Michigan**  
**Proclaiming September 2025 as Childhood Cancer Awareness Month**

- WHEREAS,** Each year in the United States an estimated 14,690 children from birth to 19 years old are diagnosed with cancer, equal to about 40 childhood cancer diagnoses each day; and
- WHEREAS,** Each year worldwide, there are more than 275,000 new childhood cancer diagnoses; and
- WHEREAS,** Although the five-year survival rate for childhood cancers has reached 85 percent, an estimated 1,050 American children under the age of fifteen still die each year from cancer; and
- WHEREAS,** During this awareness month, advocates, non-profits, health care professionals, researchers, and families impacted want the people of Michigan to know the prevalence and reality that children facing cancer experience each and every day; and
- WHEREAS,** Up to ninety percent of childhood cancer survivors will face at least one chronic health condition later on in life – not limited, but including – heart, liver, lung damage, infertility, secondary cancers, and growth deficits; and
- WHEREAS,** The causes of childhood cancer are largely unknown, and more studies are needed to understand which treatments work best for children; and
- WHEREAS,** There are hundreds of children being treated for cancer in Michigan; and
- WHEREAS,** Berkley is a caring city that supports children and families.

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

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

*Proclaimed this 22nd day of September, 2025 at a Regular Meeting of the Berkley City Council.*

---

*Bridget Dean, Mayor*

Attest:

---

*Victoria Mitchell, City Clerk*

**A PROCLAMATION**  
**of the Council of the City of Berkley, Michigan**  
**Proclaiming September 2025 as National Suicide Prevention Month**

- WHEREAS,** September is known as National Suicide Prevention Month and is intended to help raise awareness surrounding suicide prevention resources available in the community; and
- WHEREAS,** World Suicide Prevention Day is observed each year on September 10; and
- WHEREAS,** Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and
- WHEREAS,** According to the American Foundation for Suicide Prevention (A.F.S.P.), Suicide is the second leading cause of death among persons aged 10–14 and 20–34, and the third leading cause of death among individuals between the ages of 15 and 19 in the United States; and
- WHEREAS,** According to the U.S. Centers for Disease Control and Prevention (CDC), each year more than 49,000 people die by suicide; and
- WHEREAS,** Organizations like the National Alliance on Mental Illness (NAMI) and National Suicide Prevention Lifeline, 800-273-TALK (8255) work to help individuals in crisis and provide resources to shed light on this highly stigmatized topic; and
- WHEREAS,** In 2020, Congress designated the new 988 dialing code to operate through the existing National Suicide Prevention Lifeline to help expand the crisis care system to better provide direct, life-saving services to all in need.; and
- WHEREAS,** Every year thousands of individuals die by suicide, leaving behind friends and family members to navigate the tragedy of loss. Often feelings of shame and stigma prevent them from talking openly; and
- WHEREAS,** Oakland Community Health Network (OCHN) is committed to being a Zero Suicide organization and cultivating a network of providers who are engaged in the Zero Suicide philosophy.

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

- SECTION 1:** That the month of September 2025 is hereby proclaimed as *National Suicide Prevention Month* in the City of Berkley.
- SECTION 2:** The City of Berkley calls upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of suicide prevention, and the need for appropriate and accessible services to assist individuals in crisis.

*Proclaimed this 22nd day of September, 2025 at a Regular Meeting of the Berkley City Council.*

Attest:

\_\_\_\_\_  
*Bridget Dean, Mayor*

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

September 22, 2025 Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to approve a Downtown Development Authority (DDA) event, "BOOKley 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.

Ayes:

Nays:

Absent:

Motion:



# MEMORANDUM

To: Mayor Dean and City Council  
From: Victoria Mitchell, City Clerk  
  
Date: *Monday, September 22, 2025*  
Subject: BOOKley Monster Mash Block Party

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Madam Mayor and Members of City Council,

## Background

- The annual BOOKley Monster Mash Block Party is scheduled to take place Saturday, October 25, 2025 from 2-5 p.m. It is a Berkley Downtown Development Authority event.
- The event will take place on Coolidge Highway, between 12 Mile Road and Catalpa.
- The event is managed and staffed by members and volunteers of the Downtown Development Authority.
- 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 Downtown Development Authority Executive Director Nate Mack, event lead Lisa Kempner, and appropriate City staff to review the event application. All of the necessary approvals were received by City staff.
- Downtown Development Authority Executive Director Nate Mack was advised that the cost for the event, due to the City, will be \$2,329. The cost is 40 percent of the estimated \$4,822 in Department of Public Services costs and \$1,000 in Public Safety costs.

## Summary

- The BOOKley Monster Mash Block Party Community Special Event Application is before you today for approval.
- The application and event plan received internal approval.
- The applicant is aware reimbursement in the amount of \$2,329 will be due to the City.

## Recommendation

Approval of the Downtown Development Authority (DDA) event, "BOOKley 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 event dates.

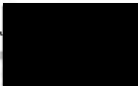


**CITY OF BERKLEY  
COMMUNITY SPECIAL EVENT  
PERMIT APPLICATION DISPOSITION CHECKLIST**

Event Name: Monster Mash

Event Date(s) 10/25/25 Location(s) Coolidge between Catalpa & 12 mi Event Hours 2-5 pm

**ORGANIZATION:**

Organization Name: <u>Berkley DDA</u>			
Headquarters Street Address: <u>3338 Coolidge Hwy</u>			
City: <u>Berkley</u>	State: <u>mi</u>	Zip Code: <u>48072</u>	Phone: <u>248-658-3353</u> 
Website: <u>downtownberkley.com</u>			

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

Non-Profit ☐ 501(c)(3) ☐ N/A ☒ Other (specify) DDA

The following documents have been submitted:

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

Application reviewed by: Public Safety BK 9-16-25 Public Works Ady  
Building Official N/A

Comments:

**Presented to City Council:**

Date: _____	Approved: _____	Organization Notified _____
	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO <u>Date</u>





City of Berkley  
Department of Public Safety  
Matt Koehn, Director



**CITY OF BERKLEY MICHIGAN**  
**TEMPORARY TRAFFIC CONTROL ORDER**

**T-38-25**

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:** Temporary vehicular traffic restriction for Boo!ley Nights Trick or Treat Stroll and Monster Mash Block Party

**LOCATION:** Coolidge, From Catalpa to 12 Mile Road

**DATES:** October 25, 2025 from 6 AM until 7 PM (Event 12 PM – 5 PM)

**ACTION:** DPW to drop off barricades/cones along Coolidge from Catalpa to 12 Mile, blocking all vehicular traffic from proceeding through Coolidge. DPW to set up signs notifying "Road Closed ahead" as well as other markings are required and routing traffic down Catalpa east/west and 12 Mile east/west. NB Coolidge to be closed from Catalpa to Beverly and SB Coolidge to be closed from 12 Mile to Catalpa. DPW to also close access to Coolidge from Alley ways along Coolidge and all east/west side streets within the closure, including Dorothea from Coolidge to the Alley.

DPW to post "No Parking" signs on the southbound (west) side of Kenmore from 12 Mile Road to Catalpa

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

Berkley Public Safety to notify Universal Ambulance Service, Oak Park DPS, Huntington Woods DPS, Royal Oak PD/FD, and SMART in regards to the road closure. Public Safety to monitor and assist and mitigate traffic hazards as necessary.

Parking will be monitored and enforced in area due to traffic restrictions.

Berkley DDA is responsible for event planning, maps, clean up.

*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



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

Print Form

## CITY OF BERKLEY, MICHIGAN COMMUNITY SPECIAL EVENT APPLICATION

Name of Event: Monster Mash

**Organization / Contact:**

Name of Organization: Berkley DDA Contact's Name: Lisa Vempner  
Address: 3338 Coolidge Hwy City: Berkley State/zip: MI 48072  
Telephone: 248-658-3353 24 Hour Emergency Contact: [REDACTED]

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

Event Location: Coolidge between Catalpa and 12 mile

*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: October 25, 2025 2pm - 5pm

How many employees or volunteers? 10-12 volunteers

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

What type of merchandise will be sold? None. Entities are asked to provide free activities

*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.

extension cord from City hall to DT  
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? Set up from 10-12 to allow for trick or treat, all entities set up their own + remove tables/tents after

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.

Nath Mark  
Signature of Applicant

9/9/25  
Date



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

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

Organization Name Berkley DDA  
Address 3338 Coolidge Hwy  
City Berkley State MI Zip 48072 Phone 248-658-3353  
Event Name Monster Mash  
Event Location(s) Coolidge between Catalpa 1/2 mi. Event Date(s) 10/25/25

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 Nathan Mack Title EXECUTIVE DIRECTOR  
(Please print)  
Signature Nathan Mack Date 9/9/25

Kenmore  
\* residents have asked to have parking on one side of street during event

12 Mile

indicates barricades needed

\* Barricades to allow apartment traffic



mont

tents, tables  
for activities

Beverly

Earlmont

Aerialist  
area

Edge wood

Wiltshire

tents, tables  
for activities

Frankli

Dog  
adoption

Pocket  
Park

\* street  
already  
closed \*

tables  
OK

- Food  
trucks

CATNION

September 22, 2025 Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to authorize the City Manager to sign the Secondary Manufacturers Opioid Settlement Form.

Ayes:

Nays:

Absent:

Motion:



# MEMORANDUM

To: Mayor Dean and City Council  
From: Crystal VanVleck, City Manager  
  
Date: *September 22, 2025*  
Subject: Approval of Secondary Manufacturers Settlement Participation Form

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Madam Mayor and Members of City Council,

## **Background**

A national opioids settlement (“Secondary Manufacturers Settlements”) has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. In order for the City of Berkley to participate, we must execute the participation form by October 8, 2025. The participation rate amongst political subdivisions will be used to determine whether participation is sufficient for the settlement to move forward. If it moves forward, the amount the City receives will be based on the final allocation percentage.

## **Summary**

- These funds must be placed into the City’s Opioid fund, and their use is restricted to opioid remediation.
- Authorize the City Manager to sign the participation form.

## **Recommendation**

It is recommended that City Council authorize the City Manager to sign the Secondary Manufacturers Settlement Participation form

New National Opioids Settlement: Secondary Manufacturers  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Berkley city, MI  
Reference Number: CL-1764731

***TO LOCAL POLITICAL SUBDIVISIONS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

**Deadline: October 8, 2025**

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Michigan is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.
- A copy, for your reference, of the updated Michigan State-Subdivision Agreement, which is in the process of being ratified

**The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.**

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.



Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

### **Updated Michigan State-Subdivision Agreement**

Michigan is in the process of ratifying an updated State-Subdivision Agreement. A copy, for your reference, is included in this packet. The updated agreement restates, combines, and amends all prior Michigan State-Subdivision Agreements. To provide greater certainty in what proposed uses of opioid settlement funds qualify as opioid remediation, and to provide greater coordination and transparency, the updated agreement: (1) allows participating local governments to request generalized guidance from the Michigan Department of Attorney General on certain topics, (2) institutes an annual reporting requirement for the State and some participating local governments, and (3) allows participating local governments and the State to ask each other for additional information about opioid expenditures or allocations.

### **How to return signed forms:**

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

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's



records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

### **The sign-on period for subdivisions ends on October 8, 2025**

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or Assistant Attorney General Matt Walker at 517-335-7622 or [AG-OpioidLitigation@michigan.gov](mailto:AG-OpioidLitigation@michigan.gov).

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.*

**EXHIBIT K****Secondary Manufacturers' Combined Subdivision Participation and Release Form**  
**("Combined Participation Form")**

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

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
  - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
  - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
  - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
  - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
  - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
  - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
  - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
  - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.<sup>1</sup>
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,<sup>2</sup> and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

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<sup>1</sup> See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

<sup>2</sup> See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF OPIOID SETTLEMENT AGREEMENTS

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

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

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement. For clarity, this Agreement restates, combines, and amends all prior State-Subdivision Agreements and provides greater detail on reporting of opioid remediation expenditures.

### **I. Definitions**

As used in this Agreement

- A. “Administrative Fund” is 0.3% of the Local Government Share.
- B. “Actual Attorney Fees” are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. “Actual Total Recovery” is the aggregated monetary recovery that a Litigating Local Government receives, based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share less the aggregate amounts for the Administrative Fund, Special Circumstance Fund plus the aggregate amount paid by the Litigating Local Government Attorney Fee Fund. For the avoidance of doubt, this may be expressed mathematically as Actual Total Recovery = Final Allocation Percentage x (Local Government

Share – aggregate Administrative Fund –aggregate Special Circumstance Fund + aggregate paid by LLGAFF).

- D. “Agreement” is this State-Subdivision Agreement.
- E. “De minimis-share Local Government” is a Participating Local Government whose Final Allocation Percentage is less than the percentage defined below:
  - 1. For the Distributor and Janssen National Opioid Settlements, less than 0.0023%.
  - 2. For the Allergan, Teva, CVS, Purdue/Sackler, Walmart, and Walgreens National Opioid Settlements, less than 0.0083%.
  - 3. For the Kroger Settlement and Generic Manufacturer National Opioid Settlements, less than 0.0011%.
- F. “Final Allocation Percentage” is a Participating Local Government’s Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is the Final Allocation Percentage for each Local Government for each Settlement.
- G. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- H. “Litigating Local Government Attorney Fee Fund” (“LLGAFF”) is an adjustable percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- I. “Litigating Local Governments” are the entities indicated as litigating in Exhibit C of this Agreement.
- J. “Litigation Adjustment” is an adjustment applied to the Preliminary Allocation Percentage.
- K. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- L. “Local Governments” are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the litigating and eligible Local Governments in each of the Settlements.

- M. “National Contingency Fee Fund” are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- N. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlements.
- O. “Neutral Special Master” is an independent mediator selected by the State.
- P. “Opioid Remediation” is the term as defined by the Settlements.
- Q. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement for an individual Settlement.
- R. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- S. “Pharmaceutical Entities” are the “Released Entities” as defined by each individual Settlement.
- T. “Preliminary Allocation Percentage” is the percentage listed for a Local Government in Exhibit B of this agreement.
- U. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for each individual Settlement and associated litigation, based on a Litigating Local Government’s Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- V. “Projected Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share less the aggregate amounts for the Administrative Fund and Special Circumstance Fund. For the avoidance of doubt, this may be expressed mathematically as  $\text{Projected Total Recovery} = \text{Final Allocation Percentage} \times (\text{Local Government Share} - \text{aggregate Administrative Fund} - \text{aggregate Special Circumstance Fund})$ .
- W. “Reporting Local Governments” are the Local Governments identified in Exhibit D of this Agreement.
- X. “Settlements” are the following individual national opioid settlements:



1. Allergan National Opioid Settlement,
  2. CVS National Opioid Settlement,
  3. Distributors National Opioid Settlement,
  4. Janssen National Opioid Settlement
  5. Kroger National Opioid Settlement,
  6. Purdue/Sackler National Opioid Settlement
  7. Generic Manufacturer National Opioid Settlements, which includes:
    - a. Alvogen National Opioid Settlement
    - b. Amneal National Opioid Settlement
    - c. Apotex National Opioid Settlement
    - d. Hikma National Opioid Settlement
    - e. Indivior National Opioid Settlement
    - f. Mylan National Opioid Settlement
    - g. Sun Pharmaceutical National Opioid Settlement
    - h. Zydus National Opioid Settlement
  8. Teva National Opioid Settlement,
  9. Walgreens National Opioid Settlement
  10. Walmart National Opioid Settlement
- Y. “Settlement Payments” are scheduled monetary payments received through the Settlements.

- Z. “Special Circumstance Fund” is 5% of the Local Government Share for each applicable Settlement.
- AA. “State” is the State of Michigan acting through its Attorney General or designees.
- BB. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

## II. Terms

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

3. Distribution:

Settlement Payments are allocated as follows:

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

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

For the Allergan, CVS, Distributor, Janssen, Purdue/Sackler, Generic Manufacturer, Teva, Walgreens, and Walmart National Opioid Settlements:

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

For the Kroger National Opioid Settlement:

- Litigating Local Government Attorney Fee Fund

5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. Exhibit C of this Agreement provides a list of Litigating Local Governments and the year in which they filed suit. In recognition of their commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of an additional percentage of their Preliminary Allocation Percentage, as follows:

For the Distributor and Janssen National Opioid Settlements:

- 16% Litigation Adjustment for Litigating Local Governments that served as a bellwether or filed suit in 2017
- 12% Litigation Adjustment for Litigating Local Governments that filed suit in 2018
- 8% Litigation Adjustment for Litigating Local Governments that filed suit in 2019

For the Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart National Opioid Settlements:

- 12% Litigation Adjustment

For the Kroger and Generic Manufacturer National Opioid Settlements:

- 10% Litigation Adjustment

6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.
7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.

8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.
9. Attorney Fees:
  - a. Attorney fee payments may be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
  - b. To the extent that the LLGAF is drawn upon for paying a portion of a Litigating Local Government's attorney fees for any individual Settlement, Projected Attorney Fees for that Settlement shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery.
  - c. Projected Attorney Fees shall be paid by installments intended to minimize the amount of variability in payments to local governments. In no event shall the number of installments exceed (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.
  - d. Litigating Local Government Attorneys must apply to the respective National Contingency Fee Fund for each Settlement and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to a National Attorney Contingency Fee Fund and that National Attorney Contingency Fee Fund does not pay the full Projected Attorney Fee installment payment, the LLGAFF shall pay the deficiency for that installment. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the respective national settlement agreement applicable to such payments that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
  - e. In instances where the LLGAF is drawn upon to pay a deficiency as set forth in paragraph 9.c, the sum of all deficiency payments for that respective settlement shall be no more than:

For the Allergan, CVS, Distributor, Janssen, Purdue/Sackler, Teva, Walgreens, and Walmart National Opioid Settlements:

- 15% of the Litigating Local Government's Projected Total Recovery

For the Kroger and Generic Manufacturer National Opioid Settlements:

- 5% of the Litigating Local Government's Projected Total Recovery

- f. In instances where the LLGAF is drawn upon to pay a deficiency as set forth in paragraph 9.c, Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery. In instances where the LLGAF is not drawn upon to pay a portion of contingent attorney fees, such fees shall be paid from the National Contingency Fee Fund as set forth under that Settlement with whatever restrictions are applicable to that Settlement.
- g. In instances where the LLGAF is drawn upon to pay a portion of attorney fees, if a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
- h. In instances where the LLGAF is drawn upon to pay a portion of attorney fees, the Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.

10. Special Circumstance Fund:

- a. An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. The allocation decisions of the Neutral Special Master shall be final and not appealable. An application to the Special Circumstance

Fund may not be made with the express purpose of offsetting the Litigation Adjustment.

- b. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund.
- c. The Neutral Special Master shall be paid solely from the Administrative Fund.
- d. The deadline for initial applications to the Allergan, CVS, Distributors, Janssen, Teva, Walgreens, and Walmart Special Circumstance Fund occurred on November 10, 2023. Applications were reviewed and an allocation determination was made by the Neutral Special Master. These Special Circumstance Fund allocation determinations expire after 2030.
- e. An application period for the Purdue/Sackler and Generic Manufacturer Special Circumstance Fund shall be available in 2026 or 2027. The specific application deadline shall be determined by the Michigan Department of Attorney General. Notice of the deadline shall be provided to all Participating Local Government at least two months prior to the deadline.
- f. An additional application for all Settlements where the Special Circumstance Fund offset is applicable shall be available in 2030. Any allocation decision shall apply to Special Circumstance Funds withheld in 2031 and shall continue to apply to Special Circumstance Funds withheld from the remaining Settlement Payments for each Settlement. The specific application deadline shall be determined by the Michigan Department of Attorney General. Notice of the deadline shall be provided to all Participating Local Government at least two months prior to the deadline.
- g. Attorney fees may be assessed on a Special Circumstance Fund allocation. To the extent that an attorney asserts a contingency fee interest upon a Special Circumstance fund allocation, that fee interest shall be capped at 15% of the fund allocation. Payment of attorney fees for a Special Circumstance fund allocation are the responsibility of the Participating Local Subdivision.

11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.
13. Reversion to Local Government Share:
  - a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage applicable to the Settlement from which the money was withheld.
  - b. Any portion of the Special Circumstance Fund withheld from each Settlement that is unallocated by the Neutral Special Master shall revert to the Local Government Share for distribution to Participating Local Governments, in accordance with their Final Allocation Percentage applicable to that Settlement.
  - c. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage applicable to the Settlement from which the money was withheld. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

14. Use and Reporting of Settlement Fund Expenditures for Opioid Remediation:

To provide greater certainty in what proposed uses of Settlement Funds qualify as Opioid Remediation, and to provide greater coordination and transparency of the uses of such funds, the Parties agree as follows:

- a. At the request of a Participating Local Government, or on its own accord, the Michigan Department of Attorney General may issue generalized guidance about the Settlements, this Agreement, or whether proposed expenditures of Settlement Payments qualify as Opioid Remediation. Issuance of generalized guidance is solely within the discretion of the Michigan Department of Attorney General.
- b. Starting with Fiscal Year 2026, the State, and Reporting Local Governments that receive Settlement Payments under any of the Settlements shall provide documentation sufficient to show the receipt and expenditure of such funds. Such documentation may take one of two forms:
  - i) The State or Reporting Local Government may produce an annual fiscal year report, similar in form to Exhibit F, which states a. how much money they have received from Settlement Payments in the fiscal year, b. how much money from Settlement Payments they have spent or allocated in the fiscal year, and c. a description of where the Settlement Payments were allocated to or what the Settlement Payments were spent on; or
  - ii) As an alternative to production of an annual fiscal year report, the State or Reporting Local Government may produce budgeting and accounting documents that are sufficient to identify the items listed above.

The State and Reporting Local Governments shall provide such documents on an annual basis, at minimum. A report is not necessary if a Reporting Local Government voluntarily assigns 100% of its share to other Participating Local Governments. The State may provide the necessary information via webpage. Reporting Local Governments may provide their report electronically.



- c. The State and Participating Local Governments may make requests for additional information about an expenditure or allocation. Requests to the State for additional information shall be directed to the Department of Attorney General.

### III. Other Terms and Conditions

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

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

UNRATIFIED

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

## Exhibit A - Final Allocation Percentages

Local Government	Distributor and Janssen Final Allocation Percentage
Ada Township	0.0041016955%
Adrian City	0.0318335432%
Alcona County	0.0934630120%
Alger County	0.0879526161%
Algoma Township	0.0016436045%
Allegan County	0.4327148528%
Allen Park City	0.0601942865%
Allendale Charter Township	0.0043561388%
Alpena County	0.3552568075%
Alpine Charter Township	0.0014241321%
Ann Arbor City	0.2594452998%
Antrim County	0.2666726546%
Antwerp Township	0.0007355534%
Arenac County	0.1805504891%
Auburn Hills City	0.0659163711%
Bangor Charter Township	0.0061189832%
Baraga County	0.0830046065%
Barry County	0.2425000193%
Bath Charter Township	0.0301307953%
Battle Creek City	0.1917564588%
Bay City	0.0642866795%
Bay County	1.1889744773%
Bedford Township	0.0231086673%
Benton Charter Township	0.0508131806%
Benzie County	0.1559709002%
Berkley City	0.0201037399%
Berrien County	1.4353012866%
Beverly Hills Village	0.0257660336%
Big Rapids City	0.0137263834%
Birmingham City	0.0577450060%
Blackman Charter Township	0.0000000000%
Bloomfield Charter Township	0.1341703863%
Branch County	0.3823020966%
Brandon Charter Township	0.0167167533%
Brighton Township	0.0005670107%

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Distributor and Janssen Final Allocation Percentage</b>
Brownstown Charter Township	0.0579821158%
Burton City	0.0185856758%
Byron Township	0.0080424445%
Cadillac City	0.0555690910%
Caledonia Charter Township	0.0025848973%
Calhoun County	1.7844566727%
Cannon Township	0.0031018767%
Canton Charter Township	0.2635381672%
Cascade Charter Township	0.0113589166%
Cass County	0.4127455392%
Charlevoix County	0.2142858041%
Cheboygan County	0.3054123138%
Chesterfield Charter Township	0.1183364667%
Chippewa County	0.2775927323%
Clare County	0.2624296608%
Clawson City	0.0130752231%
Clinton Charter Township	0.6524317943%
Clinton County	0.5402669012%
Coldwater City	0.0072438662%
Commerce Charter Township	0.0186388163%
Comstock Charter Township	0.0079220184%
Cooper Charter Township	0.0008989520%
Crawford County	0.2886253251%
Davison Township	0.0082901645%
Dearborn City	0.2808727222%
Dearborn Heights City	0.0987568625%
Delhi Charter Township	0.0184418634%
Delta Charter Township	0.0380115648%
Delta County	0.2697502485%
Detroit City	7.3863551292%
Detroit Wayne Mental Health Authority	0.0000000000%
Dewitt Charter Township	0.0344650518%
Dickinson County	0.2772929170%
East Bay Township	0.0013728560%
East Grand Rapids City	0.0194355013%
East Lansing City	0.1928773141%
Eastpointe City	0.1572102867%
Eaton County	1.0040382409%

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Distributor and Janssen Final Allocation Percentage</b>
Egelston Township	0.0055491844%
Emmet County	0.1699583348%
Emmett Charter Township	0.0076288033%
Escanaba City	0.0187485878%
Farmington City	0.0206439955%
Farmington Hills City	0.1547676289%
Fenton Charter Township	0.0017365497%
Fenton City	0.0449540568%
Ferndale City	0.0835266239%
Flat Rock City	0.0161012939%
Flint Charter Township	0.0239721604%
Flint City	2.8492835414%
Flushing Charter Township	0.0035084585%
Fort Gratiot Charter Township	0.0088497409%
Fraser City	0.0750697912%
Frenchtown Charter Township	0.0458193199%
Fruitport Charter Township	0.0121166953%
Gaines Township, Kent County	0.0084277406%
Garden City	0.0337646978%
Garfield Charter Township	0.0003811636%
Genesee Charter Township	0.0121346244%
Genesee County	2.1326060463%
Genoa Township	0.0000708763%
Georgetown Charter Township	0.0067511546%
Gladwin County	0.2015504737%
Gogebic County	0.0699910567%
Grand Blanc Charter Township	0.0196679122%
Grand Haven Charter Township	0.0105692799%
Grand Haven City	0.0325929755%
Grand Rapids Charter Township	0.0035213129%
Grand Rapids City	1.3440310108%
Grand Traverse County	0.9563580623%
Grandville City	0.0260586909%
Gratiot County	0.3525172203%
Green Oak Township	0.0301528195%
Grosse Ile Township	0.0200793237%
Grosse Pointe Park City	0.0265363249%
Grosse Pointe Woods City	0.0189101571%

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Distributor and Janssen Final Allocation Percentage</b>
Hamburg Township	0.0318032257%
Hamtramck City	0.1014493061%
Harper Woods City	0.0283167391%
Harrison Charter Township	0.1197690449%
Hartland Township	0.0002733802%
Hazel Park City	0.0412412381%
Highland Charter Township	0.0164881836%
Highland Park City	0.0219276410%
Hillsdale County	0.4179678350%
Holland Charter Township	0.0163398631%
Holland City	0.0927438767%
Holly Township	0.0022960861%
Houghton County	0.2492720157%
Huron Charter Township	0.0404726923%
Huron County	0.1640912378%
Independence Charter Township	0.0462282123%
Ingham County	2.3910807430%
Inkster City	0.0935029696%
Ionia City	0.0251632893%
Ionia County	0.5298087066%
Iosco County	0.3597973006%
Iron County	0.1234778975%
Iron Mountain City	0.0102890430%
Isabella County	0.6406629239%
Jackson City	0.1975961131%
Jackson County	0.6079955625%
Kalamazoo Charter Township	0.0291373061%
Kalamazoo City	0.2121191546%
Kalamazoo County	2.1433248383%
Kalkaska County	0.0922123320%
Kent County	3.0032920161%
Kentwood City	0.0797172568%
Keweenaw County	0.0037904729%
Lake County	0.0815750848%
Lansing City	0.6157260773%
Lapeer County	0.4434165047%
Leelanau County	0.1385869500%
Lenawee County	0.8823792954%

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Distributor and Janssen Final Allocation Percentage</b>
Lenox Township	0.0062683460%
Leoni Township	0.0050926306%
Lincoln Charter Township	0.0099963665%
Lincoln Park City	0.0889864469%
Livingston County	1.4441660503%
Livonia City	0.4479740966%
Luce County	0.0715137352%
Lyon Charter Township	0.0033765972%
Mackinac County	0.0509418590%
Macomb County	8.9600726785%
Macomb Township	0.0605974123%
Madison Heights City	0.0808305409%
Manistee County	0.3495468254%
Marion Township, Livingston County	0.0001113771%
Marquette City	0.0175573465%
Marquette County	0.6035274193%
Mason County	0.2785770312%
Mecosta County	0.1860240300%
Melvindale City	0.0291074974%
Menominee County	0.0885034586%
Meridian Charter Township	0.0396555339%
Midland City	0.1693176181%
Midland County	0.3015890091%
Milford Charter Township	0.0035999720%
Missaukee County	0.0561661629%
Monitor Charter Township	0.0024741595%
Monroe Charter Township	0.0067058526%
Monroe City	0.1177263374%
Monroe County	1.7767050856%
Montcalm County	0.6957834128%
Montmorency County	0.0985848161%
Mount Clemens City	0.0281724875%
Mount Morris Charter Township	0.0139454462%
Mount Pleasant City	0.0200386139%
Mundy Charter Township	0.0084457765%
Muskegon Charter Township	0.0202116759%
Muskegon City	0.0979131952%
Muskegon County	1.9100374032%

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Distributor and Janssen Final Allocation Percentage</b>
Muskegon Heights City	0.0280295137%
New Baltimore City	0.0269087835%
Newaygo County	0.5231812721%
Niles City	0.0326704621%
Niles Township	0.0120613306%
Northville Charter Township	0.0937410512%
Norton Shores City	0.0393083517%
Novi City	0.0820980636%
Oak Park City	0.0581242238%
Oakland Charter Township	0.0153661144%
Oakland County	6.0626288797%
Oceana County	0.2437642147%
Oceola Township	0.0002025038%
Ogemaw County	0.6231253016%
Ontonagon County	0.0564870884%
Orion Charter Township	0.0271426463%
Osceola County	0.2155121864%
Oscoda County	0.0549836791%
Oshtemo Charter Township	0.0069668831%
Otsego County	0.3179205988%
Ottawa County	0.8305826515%
Owosso City	0.0336270349%
Oxford Charter Township	0.0123583455%
Park Township, Ottawa County	0.0038875457%
Pittsfield Charter Township	0.0274648217%
Plainfield Charter Township	0.0082472855%
Plymouth Charter Township	0.0346718756%
Pontiac City	0.3248499927%
Port Huron Charter Township	0.0080840993%
Port Huron City	0.1459483395%
Portage City	0.0550102932%
Presque Isle County	0.1629846795%
Redford Charter Township	0.1187245983%
Riverview City	0.0270311528%
Rochester City	0.0223582679%
Rochester Hills City	0.0378542514%
Romulus City	0.1043054582%
Roscommon County	0.4301836680%



Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Distributor and Janssen Final Allocation Percentage</b>
Roseville City	0.2393507823%
Royal Oak City	0.1454014679%
Saginaw Charter Township	0.0387602955%
Saginaw City	0.2412683402%
Saginaw County	1.8697505971%
Sanilac County	0.3884585223%
Sault Ste. Marie City	0.1102861730%
Schoolcraft County	0.0442223898%
Scio Charter Township	0.0028859904%
Shelby Charter Township	0.2837106553%
Shiawassee County	0.8126041030%
South Lyon City	0.0145037834%
Southfield City	0.2203463403%
Southfield Township	0.0000623372%
Southgate City	0.0497592554%
Spring Lake Township	0.0058226535%
Springfield Charter Township	0.0025038767%
St Clair County	2.2355271010%
St Joseph County	0.2389148728%
St. Clair Shores City	0.1903773935%
Sterling Heights City	1.0160157647%
Sturgis City	0.0335669383%
Summit Township, Jackson County	0.0082457610%
Superior Charter Township	0.0067902872%
Taylor City	0.2108595037%
Texas Charter Township	0.0029159787%
Thomas Township	0.0071194604%
Traverse City	0.0694748751%
Trenton City	0.0269874880%
Troy City	0.1321911809%
Tuscola County	0.4964109876%
Tyrone Township, Livingston County	0.0053967269%
Union Charter Township	0.0000286906%
Van Buren Charter Township	0.0769291491%
Van Buren County	0.4272870593%
Vienna Charter Township, Genesee County	0.0048418225%
Walker City	0.0323258475%
Warren City	1.2684338717%

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Distributor and Janssen Final Allocation Percentage</b>
Washington Township, Macomb County	0.0453026297%
Washtenaw County	2.6615292034%
Waterford Charter Township	0.1224458021%
Wayne City	0.0938477712%
Wayne County	11.8162081894%
West Bloomfield Charter Township	0.1468923654%
Westland City	0.3653116491%
Wexford County	0.3345381450%
White Lake Charter Township	0.0327893557%
Wixom City	0.0206907484%
Woodhaven City	0.0320328001%
Wyandotte City	0.0547075346%
Wyoming City	0.1430716261%
Ypsilanti Charter Township	0.0324173179%
Ypsilanti City	0.0503291142%
Zeeland Charter Township	0.0034449878%
<b>Total</b>	<b>100.0000000000%</b>

UNRATIFIED

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

## Exhibit A - Final Allocation Percentages

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Ada Township	0.0043760292%
Adrian City	0.0339626660%
Alcona County	0.0934630120%
Alger County	0.0879526161%
Algoma Township	0.0017535337%
Allegan County	0.4616561194%
Allen Park City	0.0642202609%
Allendale Charter Township	0.0046474905%
Alpena County	0.3552568075%
Alpine Charter Township	0.0015193823%
Ann Arbor City	0.2767977793%
Antrim County	0.2666726546%
Antwerp Township	0.0007847494%
Arenac County	0.1805504891%
Auburn Hills City	0.0703250556%
Bangor Charter Township	0.0065282392%
Baraga County	0.0830046065%
Barry County	0.2587191476%
Bath Charter Township	0.0321460332%
Battle Creek City	0.2045817057%
Bay City	0.0685863654%
Bay County	1.2330105691%
Bedford Township	0.0246542442%
Benton Charter Township	0.0542117185%
Benzie County	0.1559709002%
Berkley City	0.0214483383%
Berrien County	1.4353012866%
Beverly Hills Village	0.0274893432%
Big Rapids City	0.0146444451%
Birmingham City	0.0616071651%
Blackman Charter Township	0.0000000000%
Bloomfield Charter Township	0.1431441040%
Branch County	0.3823020966%
Brandon Charter Township	0.0178348199%

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Brighton Township	0.0006049341%
Brownstown Charter Township	0.0618601336%
Burton City	0.0198287415%
Byron Township	0.0085803473%
Cadillac City	0.0592857184%
Caledonia Charter Township	0.0027577830%
Calhoun County	1.8505476605%
Cannon Township	0.0033093395%
Canton Charter Township	0.2635381672%
Cascade Charter Township	0.0121186350%
Cass County	0.4127455392%
Charlevoix County	0.2142858041%
Cheboygan County	0.3167238809%
Chesterfield Charter Township	0.1262511644%
Chippewa County	0.2680205692%
Clare County	0.2799817433%
Clawson City	0.0139497332%
Clinton Charter Township	0.6524317943%
Clinton County	0.5402669012%
Coldwater City	0.0077283577%
Commerce Charter Township	0.0198854362%
Comstock Charter Township	0.0084518668%
Cooper Charter Township	0.0009590766%
Crawford County	0.2886253251%
Davison Township	0.0088446355%
Dearborn City	0.2996583319%
Dearborn Heights City	0.1053620175%
Delhi Charter Township	0.0196753105%
Delta Charter Township	0.0405538922%
Delta County	0.2604485158%
Detroit City	7.1316532282%
Detroit Wayne Mental Health Authority	0.0000000000%
Dewitt Charter Township	0.0367701778%
Dickinson County	0.2772929170%
East Bay Township	0.0014646767%
East Grand Rapids City	0.0207354059%
East Lansing City	0.1928773141%

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Eastpointe City	0.1677249820%
Eaton County	1.0040382409%
Egelston Township	0.0059203305%
Emmet County	0.1813256578%
Emmett Charter Township	0.0081390406%
Escanaba City	0.0181020848%
Farmington City	0.0220247278%
Farmington Hills City	0.1651189520%
Fenton Charter Township	0.0018526954%
Fenton City	0.0479607189%
Ferndale City	0.0891131349%
Flat Rock City	0.0171781967%
Flint Charter Township	0.0255754903%
Flint City	2.9548125615%
Flushing Charter Township	0.0037431147%
Fort Gratiot Charter Township	0.0094416381%
Fraser City	0.0800906838%
Frenchtown Charter Township	0.0488838534%
Fruitport Charter Township	0.0129270962%
Gaines Township, Kent County	0.0089914131%
Garden City	0.0360229820%
Garfield Charter Township	0.0004066570%
Genesee Charter Township	0.0129462245%
Genesee County	2.0590679068%
Genoa Township	0.0000756167%
Georgetown Charter Township	0.0072026921%
Gladwin County	0.2150307736%
Gogebic County	0.0746722684%
Grand Blanc Charter Township	0.0209833611%
Grand Haven Charter Township	0.0112761850%
Grand Haven City	0.0347728914%
Grand Rapids Charter Township	0.0037568289%
Grand Rapids City	1.3440310108%
Grand Traverse County	0.9233801980%
Grandville City	0.0278015743%
Gratiot County	0.3525172203%
Green Oak Township	0.0321695305%

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Grosse Ile Township	0.0214222891%
Grosse Pointe Park City	0.0283111539%
Grosse Pointe Woods City	0.0201749251%
Hamburg Township	0.0339303208%
Hamtramck City	0.1082345398%
Harper Woods City	0.0302106475%
Harrison Charter Township	0.1242049355%
Hartland Township	0.0002916646%
Hazel Park City	0.0439995757%
Highland Charter Township	0.0175909627%
Highland Park City	0.0233942274%
Hillsdale County	0.4179678350%
Holland Charter Township	0.0174327221%
Holland City	0.0989468652%
Holly Township	0.0024496552%
Houghton County	0.2492720157%
Huron Charter Township	0.0404726923%
Huron County	0.1750661517%
Independence Charter Township	0.0493200938%
Ingham County	2.3910807430%
Inkster City	0.0997567285%
Ionia City	0.0268462855%
Ionia County	0.5494312513%
Iosco County	0.3597973006%
Iron County	0.1234778975%
Iron Mountain City	0.0102890430%
Isabella County	0.6406629239%
Jackson City	0.1975961131%
Jackson County	0.6486601285%
Kalamazoo Charter Township	0.0310860965%
Kalamazoo City	0.2263063196%
Kalamazoo County	2.2227072398%
Kalkaska County	0.0983797692%
Kent County	3.1145250537%
Kentwood City	0.0850489860%
Keweenaw County	0.0040439910%
Lake County	0.0815750848%

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Lansing City	0.5944941436%
Lapeer County	0.4730735299%
Leelanau County	0.1385869500%
Lenawee County	0.8823792954%
Lenox Township	0.0066875918%
Leoni Township	0.0054332410%
Lincoln Charter Township	0.0106649534%
Lincoln Park City	0.0949381273%
Livingston County	1.4976536818%
Livonia City	0.4479740966%
Luce County	0.0715137352%
Lyon Charter Township	0.0036024341%
Mackinac County	0.0543490033%
Macomb County	8.6511046551%
Macomb Township	0.0646503489%
Madison Heights City	0.0862367299%
Manistee County	0.3495468254%
Marion Township, Livingston County	0.0001188263%
Marquette City	0.0187316345%
Marquette County	0.6035274193%
Mason County	0.2785770312%
Mecosta County	0.1984658748%
Melvindale City	0.0310542941%
Menominee County	0.0944228353%
Meridian Charter Township	0.0423078149%
Midland City	0.1806420880%
Midland County	0.3217601862%
Milford Charter Township	0.0038407489%
Missaukee County	0.0599227243%
Monitor Charter Township	0.0026396387%
Monroe Charter Township	0.0071543602%
Monroe City	0.1256002278%
Monroe County	1.7154393930%
Montcalm County	0.6957834128%
Montmorency County	0.0985848161%
Mount Clemens City	0.0300567479%
Mount Morris Charter Township	0.0148781594%

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Mount Pleasant City	0.0213788564%
Mundy Charter Township	0.0090106554%
Muskegon Charter Township	0.0215634933%
Muskegon City	0.1044619233%
Muskegon County	1.9100374032%
Muskegon Heights City	0.0299042116%
New Baltimore City	0.0287085237%
Newaygo County	0.5231812721%
Niles City	0.0348555605%
Niles Township	0.0128680285%
Northville Charter Township	0.0937410512%
Norton Shores City	0.0419374121%
Novi City	0.0875890282%
Oak Park City	0.0620117462%
Oakland Charter Township	0.0163938462%
Oakland County	5.8535727114%
Oceana County	0.2437642147%
Oceola Township	0.0002160479%
Ogemaw County	0.6231253016%
Ontonagon County	0.0564870884%
Orion Charter Township	0.0289580279%
Osceola County	0.2155121864%
Oscoda County	0.0586611524%
Oshtemo Charter Township	0.0074328492%
Otsego County	0.3179205988%
Ottawa County	0.8861345094%
Owosso City	0.0358761118%
Oxford Charter Township	0.0131849087%
Park Township, Ottawa County	0.0041475564%
Pittsfield Charter Township	0.0284820374%
Plainfield Charter Township	0.0087988887%
Plymouth Charter Township	0.0369908346%
Pontiac City	0.3368814739%
Port Huron Charter Township	0.0086247881%
Port Huron City	0.1557098020%
Portage City	0.0586895466%
Presque Isle County	0.1629846795%



Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Redford Charter Township	0.1266652554%
Riverview City	0.0288390774%
Rochester City	0.0238536559%
Rochester Hills City	0.0403860572%
Romulus City	0.1043054582%
Roscommon County	0.4301836680%
Roseville City	0.2553592802%
Royal Oak City	0.1551263540%
Saginaw Charter Township	0.0413527002%
Saginaw City	0.2574050901%
Saginaw County	1.8052764386%
Sanilac County	0.3884585223%
Sault Ste. Marie City	0.1102861730%
Schoolcraft County	0.0471801158%
Scio Charter Township	0.0030790141%
Shelby Charter Township	0.3026860745%
Shiawassee County	0.8126041030%
South Lyon City	0.0154738400%
Southfield City	0.2350837642%
Southfield Township	0.0000665064%
Southgate City	0.0530873036%
Spring Lake Township	0.0062120900%
Springfield Charter Township	0.0026713434%
St Clair County	2.2355271010%
St Joseph County	0.2548942158%
St. Clair Shores City	0.2031104044%
Sterling Heights City	1.0536459782%
Sturgis City	0.0358119958%
Summit Township, Jackson County	0.0087972622%
Superior Charter Township	0.0072444420%
Taylor City	0.2249624195%
Texas Charter Township	0.0031110081%
Thomas Township	0.0075956313%
Traverse City	0.0694748751%
Trenton City	0.0287924922%
Troy City	0.1410325234%
Tuscola County	0.4964109876%

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Tyrone Township, Livingston County	0.0057576762%
Union Charter Township	0.0000306095%
Van Buren Charter Township	0.0769291491%
Van Buren County	0.4558652989%
Vienna Charter Township, Genesee County	0.0051656581%
Walker City	0.0344878971%
Warren City	1.3154129040%
Washington Township, Macomb County	0.0483326054%
Washtenaw County	2.6615292034%
Waterford Charter Township	0.1306353444%
Wayne City	0.0938477712%
Wayne County	11.4087527346%
West Bloomfield Charter Township	0.1567169672%
Westland City	0.3653116491%
Wexford County	0.3345381450%
White Lake Charter Township	0.0349824061%
Wixom City	0.0220746076%
Woodhaven City	0.0341752498%
Wyandotte City	0.0583665385%
Wyoming City	0.1526406854%
Ypsilanti Charter Township	0.0345854854%
Ypsilanti City	0.0536952762%
Zeeland Charter Township	0.0036753989%
<b>Total</b>	<b>100.0000000000%</b>

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

## Exhibit A - Final Allocation Percentages

Local Government	Generic Manufacturers and Kroger Final Allocation Percentage
Ada Township	0.0048672491%
Adrian City	0.0377750571%
Alcona County	0.0917940297%
Alger County	0.0863820337%
Algoma Township	0.0019503721%
Allegan County	0.5134781318%
Allen Park City	0.0714291400%
Allendale Charter Township	0.0051691825%
Alpena County	0.3489129359%
Alpine Charter Township	0.0016899367%
Ann Arbor City	0.3078689973%
Antrim County	0.2619106430%
Antwerp Township	0.0008728394%
Arenac County	0.1773263732%
Auburn Hills City	0.0782192126%
Bangor Charter Township	0.0072610498%
Baraga County	0.0815223814%
Barry County	0.2877609956%
Bath Charter Township	0.0357545030%
Battle Creek City	0.2275464953%
Bay City	0.0762853502%
Bay County	1.2109925232%
Bedford Township	0.0274217426%
Benton Charter Township	0.0602971146%
Benzie County	0.1531857055%
Berkley City	0.0238559660%
Berrien County	1.4096709065%
Beverly Hills Village	0.0305750883%
Big Rapids City	0.0162883194%
Birmingham City	0.0685227179%
Blackman Charter Township	0.0000000000%
Bloomfield Charter Township	0.1592123748%
Branch County	0.3754752735%
Brandon Charter Township	0.0198368214%
Brighton Township	0.0006728394%

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Generic Manufacturers and Kroger Final Allocation Percentage</b>
Brownstown Charter Township	0.0688040827%
Burton City	0.0220545655%
Byron Township	0.0095435120%
Cadillac City	0.0659406832%
Caledonia Charter Township	0.0030673508%
Calhoun County	1.8175021666%
Cannon Township	0.0036808209%
Canton Charter Township	0.2588321285%
Cascade Charter Township	0.0134789810%
Cass County	0.4053750832%
Charlevoix County	0.2104592719%
Cheboygan County	0.3110680973%
Chesterfield Charter Township	0.1404231620%
Chippewa County	0.2632344876%
Clare County	0.3114103689%
Clawson City	0.0155156244%
Clinton Charter Township	0.6407812266%
Clinton County	0.5306192780%
Coldwater City	0.0085958845%
Commerce Charter Township	0.0221176243%
Comstock Charter Township	0.0094006092%
Cooper Charter Township	0.0010667353%
Crawford County	0.2834713014%
Davison Township	0.0098374672%
Dearborn City	0.3332957021%
Dearborn Heights City	0.1171891580%
Delhi Charter Township	0.0218839116%
Delta Charter Township	0.0451061644%
Delta County	0.2557976495%
Detroit City	7.0043022777%
Detroit Wayne Mental Health Authority	0.0000000000%
Dewitt Charter Township	0.0408977189%
Dickinson County	0.2723412578%
East Bay Township	0.0016290902%
East Grand Rapids City	0.0230630052%
East Lansing City	0.1894330764%
Eastpointe City	0.1865525155%
Eaton County	0.9861089866%

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Generic Manufacturers and Kroger Final Allocation Percentage</b>
Egelston Township	0.0065849019%
Emmet County	0.2016799000%
Emmett Charter Township	0.0090526675%
Escanaba City	0.0177788333%
Farmington City	0.0244970566%
Farmington Hills City	0.1836539524%
Fenton Charter Township	0.0020606649%
Fenton City	0.0533444252%
Ferndale City	0.0991162992%
Flat Rock City	0.0191064907%
Flint Charter Township	0.0284464008%
Flint City	2.9020480514%
Flushing Charter Township	0.0041632884%
Fort Gratiot Charter Township	0.0105014847%
Fraser City	0.0890810562%
Frenchtown Charter Township	0.0543711838%
Fruitport Charter Township	0.0143781939%
Gaines Township, Kent County	0.0100007209%
Garden City	0.0400666486%
Garfield Charter Township	0.0004523052%
Genesee Charter Township	0.0143994694%
Genesee County	2.0222988370%
Genoa Township	0.0000841049%
Georgetown Charter Township	0.0080112116%
Gladwin County	0.2391684964%
Gogebic County	0.0830544105%
Grand Blanc Charter Township	0.0233387940%
Grand Haven Charter Township	0.0125419639%
Grand Haven City	0.0386762323%
Grand Rapids Charter Township	0.0041785420%
Grand Rapids City	1.3200304570%
Grand Traverse County	0.9068912659%
Grandville City	0.0309223680%
Gratiot County	0.3462222699%
Green Oak Township	0.0357806378%
Grosse Ile Township	0.0238269927%
Grosse Pointe Park City	0.0314891491%
Grosse Pointe Woods City	0.0224396090%

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Generic Manufacturers and Kroger Final Allocation Percentage</b>
Hamburg Township	0.0377390811%
Hamtramck City	0.1203841279%
Harper Woods City	0.0336018655%
Harrison Charter Township	0.1219869902%
Hartland Township	0.0003244047%
Hazel Park City	0.0489386342%
Highland Charter Township	0.0195655907%
Highland Park City	0.0260202858%
Hillsdale County	0.4105041237%
Holland Charter Township	0.0193895872%
Holland City	0.1100538894%
Holly Township	0.0027246349%
Houghton County	0.2448207297%
Huron Charter Township	0.0397499656%
Huron County	0.1947177493%
Independence Charter Township	0.0548563932%
Ingham County	2.3483828726%
Inkster City	0.1109546618%
Ionia City	0.0298598458%
Ionia County	0.5396199789%
Iosco County	0.3533723488%
Iron County	0.1212729351%
Iron Mountain City	0.0101053101%
Isabella County	0.6292225146%
Jackson City	0.1940676111%
Jackson County	0.7214737917%
Kalamazoo Charter Township	0.0345755857%
Kalamazoo City	0.2517097496%
Kalamazoo County	2.1830160391%
Kalkaska County	0.1094231355%
Kent County	3.0589085349%
Kentwood City	0.0945959397%
Keweenaw County	0.0044979388%
Lake County	0.0801183868%
Lansing City	0.5838781768%
Lapeer County	0.5261771741%
Leelanau County	0.1361121830%
Lenawee County	0.8666225223%

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Generic Manufacturers and Kroger Final Allocation Percentage</b>
Lenox Township	0.0074382901%
Leoni Township	0.0060431354%
Lincoln Charter Township	0.0118621201%
Lincoln Park City	0.1055951609%
Livingston County	1.4709098660%
Livonia City	0.4399745592%
Luce County	0.0702367042%
Lyon Charter Township	0.0040068160%
Mackinac County	0.0604498099%
Macomb County	8.4966206434%
Macomb Township	0.0719075065%
Madison Heights City	0.0959170107%
Manistee County	0.3433049178%
Marion Township, Livingston County	0.0001321649%
Marquette City	0.0208343056%
Marquette County	0.5927501439%
Mason County	0.2736024413%
Mecosta County	0.2207441477%
Melvindale City	0.0345402135%
Menominee County	0.1050220262%
Meridian Charter Township	0.0470569691%
Midland City	0.2009195979%
Midland County	0.3578785428%
Milford Charter Township	0.0042718823%
Missaukee County	0.0666491945%
Monitor Charter Township	0.0029359445%
Monroe Charter Township	0.0079574543%
Monroe City	0.1396991561%
Monroe County	1.6848065467%
Montcalm County	0.6833587090%
Montmorency County	0.0968243729%
Mount Clemens City	0.0334306903%
Mount Morris Charter Township	0.0165482687%
Mount Pleasant City	0.0237786846%
Mundy Charter Township	0.0100221232%
Muskegon Charter Township	0.0239840474%
Muskegon City	0.1161880260%
Muskegon County	1.8759295925%

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Generic Manufacturers and Kroger Final Allocation Percentage</b>
Muskegon Heights City	0.0332610314%
New Baltimore City	0.0319311246%
Newaygo County	0.5138387494%
Niles City	0.0387681812%
Niles Township	0.0143124958%
Northville Charter Township	0.0920671038%
Norton Shores City	0.0466449877%
Novi City	0.0974211078%
Oak Park City	0.0689727142%
Oakland Charter Township	0.0182340949%
Oakland County	5.7490446273%
Oceana County	0.2394112823%
Oceola Township	0.0002402998%
Ogemaw County	0.6119980640%
Ontonagon County	0.0554783904%
Orion Charter Township	0.0322086363%
Osceola County	0.2116637545%
Oscoda County	0.0652460081%
Oshtemo Charter Township	0.0082672044%
Otsego County	0.3122434453%
Ottawa County	0.9856052443%
Owosso City	0.0399032918%
Oxford Charter Township	0.0146649465%
Park Township, Ottawa County	0.0046131297%
Pittsfield Charter Township	0.0279734296%
Plainfield Charter Township	0.0097865852%
Plymouth Charter Township	0.0411431450%
Pontiac City	0.3308657333%
Port Huron Charter Township	0.0095929414%
Port Huron City	0.1731886027%
Portage City	0.0652775897%
Presque Isle County	0.1600742388%
Redford Charter Township	0.1408837357%
Riverview City	0.0320763333%
Rochester City	0.0265312862%
Rochester Hills City	0.0449194895%
Romulus City	0.1024428607%
Roscommon County	0.4225018168%



Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Generic Manufacturers and Kroger Final Allocation Percentage</b>
Roseville City	0.2840239750%
Royal Oak City	0.1725396612%
Saginaw Charter Township	0.0459946405%
Saginaw City	0.2862994320%
Saginaw County	1.7730393593%
Sanilac County	0.3815217629%
Sault Ste. Marie City	0.1083167770%
Schoolcraft County	0.0524761976%
Scio Charter Township	0.0034246408%
Shelby Charter Township	0.3366633161%
Shiawassee County	0.7980933155%
South Lyon City	0.0172108158%
Southfield City	0.2614724834%
Southfield Township	0.0000739720%
Southgate City	0.0590464814%
Spring Lake Township	0.0069094121%
Springfield Charter Township	0.0029712082%
St Clair County	2.1956069742%
St Joseph County	0.2835067060%
St. Clair Shores City	0.2259100369%
Sterling Heights City	1.0348308715%
Sturgis City	0.0398319787%
Summit Township, Jackson County	0.0097847761%
Superior Charter Township	0.0080576481%
Taylor City	0.2502149934%
Texas Charter Township	0.0034602263%
Thomas Township	0.0084482592%
Traverse City	0.0682342524%
Trenton City	0.0320245188%
Troy City	0.1568637642%
Tuscola County	0.4875465057%
Tyrone Township, Livingston County	0.0064039892%
Union Charter Township	0.0000340455%
Van Buren Charter Township	0.0755554143%
Van Buren County	0.5070372777%
Vienna Charter Township, Genesee County	0.0057455156%
Walker City	0.0383592467%
Warren City	1.2919233878%

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Generic Manufacturers and Kroger Final Allocation Percentage</b>
Washington Township, Macomb County	0.0537580568%
Washtenaw County	2.6140018962%
Waterford Charter Township	0.1452994768%
Wayne City	0.0921719182%
Wayne County	11.2050250072%
West Bloomfield Charter Township	0.1743088246%
Westland City	0.3587882268%
Wexford County	0.3285642495%
White Lake Charter Township	0.0389092655%
Wixom City	0.0245525356%
Woodhaven City	0.0380115040%
Wyandotte City	0.0649183232%
Wyoming City	0.1697749703%
Ypsilanti Charter Township	0.0384677895%
Ypsilanti City	0.0597227004%
Zeeland Charter Township	0.0040879713%
<b>Total</b>	<b>100.0000000000%</b>

UNRATIFIED

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

## Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Ada Township	0.0073233482%
Adrian City	0.0568370128%
Alcona County	0.0834491179%
Alger County	0.0785291215%
Algoma Township	0.0029345640%
Allegan County	0.7725881935%
Allen Park City	0.1074735355%
Allendale Charter Township	0.0077776425%
Alpena County	0.3171935781%
Alpine Charter Township	0.0025427083%
Ann Arbor City	0.4632250874%
Antrim County	0.2381005845%
Antwerp Township	0.0013132895%
Arenac County	0.1612057938%
Auburn Hills City	0.1176899978%
Bangor Charter Township	0.0109251027%
Baraga County	0.0741112558%
Barry County	0.4329702358%
Bath Charter Township	0.0537968516%
Battle Creek City	0.3423704436%
Bay City	0.1147802745%
Bay County	1.1009022938%
Bedford Township	0.0412592343%
Benton Charter Township	0.0907240950%
Benzie County	0.1392597323%
Berkley City	0.0358941044%
Berrien County	1.2815190059%
Beverly Hills Village	0.0460038135%
Big Rapids City	0.0245076907%
Birmingham City	0.1031004819%
Blackman Charter Township	0.0000000000%
Bloomfield Charter Township	0.2395537286%
Branch County	0.3413411577%
Brandon Charter Township	0.0298468290%
Brighton Township	0.0010123659%

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Brownstown Charter Township	0.1035238283%
Burton City	0.0331836857%
Byron Township	0.0143593354%
Cadillac City	0.0992155073%
Caledonia Charter Township	0.0046151897%
Calhoun County	1.6522746969%
Cannon Township	0.0055382276%
Canton Charter Township	0.2353019350%
Cascade Charter Township	0.0202807109%
Cass County	0.3685228029%
Charlevoix County	0.1913266108%
Cheboygan County	0.2827891794%
Chesterfield Charter Township	0.2112831498%
Chippewa County	0.2393040796%
Clare County	0.4685534972%
Clawson City	0.0233450803%
Clinton Charter Township	0.5825283878%
Clinton County	0.4823811618%
Coldwater City	0.0129335184%
Commerce Charter Township	0.0332785651%
Comstock Charter Township	0.0141443213%
Cooper Charter Township	0.0016050286%
Crawford County	0.2577011831%
Davison Township	0.0148016255%
Dearborn City	0.5014825529%
Dearborn Heights City	0.1763248603%
Delhi Charter Township	0.0329269168%
Delta Charter Township	0.0678675252%
Delta County	0.2325433177%
Detroit City	6.3675475252%
Detroit Wayne Mental Health Authority	0.0000000000%
Dewitt Charter Township	0.0615354244%
Dickinson County	0.2475829616%
East Bay Township	0.0024511576%
East Grand Rapids City	0.0347010017%
East Lansing City	0.1722118876%
Eastpointe City	0.2806901834%
Eaton County	0.8964627151%
Egelston Township	0.0099077587%

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Emmet County	0.3034511111%
Emmett Charter Township	0.0136208021%
Escanaba City	0.0161625757%
Farmington City	0.0368587005%
Farmington Hills City	0.2763289545%
Fenton Charter Township	0.0031005125%
Fenton City	0.0802629568%
Ferndale City	0.1491321203%
Flat Rock City	0.0287479606%
Flint Charter Township	0.0428009530%
Flint City	2.6382255013%
Flushing Charter Township	0.0062641566%
Fort Gratiot Charter Township	0.0158007179%
Fraser City	0.1340329179%
Frenchtown Charter Township	0.0818078358%
Fruitport Charter Township	0.0216336824%
Gaines Township, Kent County	0.0150472599%
Garden City	0.0602849815%
Garfield Charter Township	0.0006805464%
Genesee Charter Township	0.0216656939%
Genesee County	1.8384534882%
Genoa Township	0.0001265457%
Georgetown Charter Township	0.0120538094%
Gladwin County	0.3598571100%
Gogebic County	0.1249651212%
Grand Blanc Charter Township	0.0351159584%
Grand Haven Charter Township	0.0188708587%
Grand Haven City	0.0581929367%
Grand Rapids Charter Township	0.0062871075%
Grand Rapids City	1.2000276882%
Grand Traverse County	0.8244466054%
Grandville City	0.0465263367%
Gratiot County	0.3147475181%
Green Oak Township	0.0538361746%
Grosse Ile Township	0.0358505107%
Grosse Pointe Park City	0.0473791255%
Grosse Pointe Woods City	0.0337630289%
Hamburg Township	0.0567828826%
Hamtramck City	0.1811320680%

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Harper Woods City	0.0505579556%
Harrison Charter Township	0.1108972638%
Hartland Township	0.0004881050%
Hazel Park City	0.0736339264%
Highland Charter Township	0.0294387306%
Highland Park City	0.0391505779%
Hillsdale County	0.3731855670%
Holland Charter Township	0.0291739126%
Holland City	0.1655890102%
Holly Township	0.0040995334%
Houghton County	0.2225642997%
Huron Charter Township	0.0361363324%
Huron County	0.2929757372%
Independence Charter Township	0.0825378903%
Ingham County	2.1348935205%
Inkster City	0.1669443281%
Ionia City	0.0449276471%
Ionia County	0.4905636172%
Iosco County	0.3212475898%
Iron County	0.1102481228%
Iron Mountain City	0.0091866455%
Isabella County	0.5720204678%
Jackson City	0.1764251010%
Jackson County	1.0855421077%
Kalamazoo Charter Township	0.0520230321%
Kalamazoo City	0.3787268993%
Kalamazoo County	1.9845600355%
Kalkaska County	0.1646399668%
Kent County	2.7808259408%
Kentwood City	0.1423307082%
Keweenaw County	0.0067676775%
Lake County	0.0728348971%
Lansing City	0.5307983425%
Lapeer County	0.7916953951%
Leelanau County	0.1237383482%
Lenawee County	0.7878386566%
Lenox Township	0.0111917816%
Leoni Township	0.0090926074%
Lincoln Charter Township	0.0178479538%

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Lincoln Park City	0.1588803292%
Livingston County	1.3371907873%
Livonia City	0.3999768720%
Luce County	0.0638515493%
Lyon Charter Township	0.0060287256%
Mackinac County	0.0909538431%
Macomb County	7.7242005849%
Macomb Township	0.1081932941%
Madison Heights City	0.1443184148%
Manistee County	0.3120953798%
Marion Township, Livingston County	0.0001988576%
Marquette City	0.0313476613%
Marquette County	0.5388637672%
Mason County	0.2487294921%
Mecosta County	0.3321355122%
Melvindale City	0.0519698104%
Menominee County	0.1580179806%
Meridian Charter Township	0.0708027402%
Midland City	0.3023071472%
Midland County	0.5384703258%
Milford Charter Township	0.0064275489%
Missaukee County	0.1002815458%
Monitor Charter Township	0.0044174736%
Monroe Charter Township	0.0119729252%
Monroe City	0.2101937979%
Monroe County	1.5316423152%
Montcalm County	0.6212351900%
Montmorency County	0.0880221572%
Mount Clemens City	0.0503004024%
Mount Morris Charter Township	0.0248988150%
Mount Pleasant City	0.0357778255%
Mundy Charter Township	0.0150794621%
Muskegon Charter Township	0.0360868180%
Muskegon City	0.1748185396%
Muskegon County	1.7053905386%
Muskegon Heights City	0.0500451306%
New Baltimore City	0.0480441296%
Newaygo County	0.4671261358%
Niles City	0.0583312847%

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Niles Township	0.0215348319%
Northville Charter Township	0.0836973671%
Norton Shores City	0.0701828658%
Novi City	0.1465815056%
Oak Park City	0.1037775542%
Oakland Charter Township	0.0274353387%
Oakland County	5.2264042066%
Oceana County	0.2176466203%
Oceola Township	0.0003615593%
Ogemaw County	0.5563618764%
Ontonagon County	0.0504349004%
Orion Charter Township	0.0484616785%
Osceola County	0.1924215950%
Oscoda County	0.0981702870%
Oshtemo Charter Township	0.0124389806%
Otsego County	0.2838576775%
Ottawa County	1.4829589190%
Owosso City	0.0600391920%
Oxford Charter Township	0.0220651355%
Park Township, Ottawa County	0.0069409957%
Pittsfield Charter Township	0.0254303905%
Plainfield Charter Township	0.0147250675%
Plymouth Charter Township	0.0619046968%
Pontiac City	0.3007870303%
Port Huron Charter Township	0.0144337077%
Port Huron City	0.2605826060%
Portage City	0.0982178051%
Presque Isle County	0.1455220353%
Redford Charter Township	0.2119761371%
Riverview City	0.0482626131%
Rochester City	0.0399194381%
Rochester Hills City	0.0675866509%
Romulus City	0.0931298734%
Roscommon County	0.3840925607%
Roseville City	0.4273474490%
Royal Oak City	0.2596061973%
Saginaw Charter Township	0.0692043420%
Saginaw City	0.4307711416%
Saginaw County	1.6118539630%



Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Sanilac County	0.3468379663%
Sault Ste. Marie City	0.0984697973%
Schoolcraft County	0.0789566063%
Scio Charter Township	0.0051527746%
Shelby Charter Township	0.5065495239%
Shiawassee County	0.7255393777%
South Lyon City	0.0258956950%
Southfield City	0.3934160797%
Southfield Township	0.0001112995%
Southgate City	0.0888423705%
Spring Lake Township	0.0103960225%
Springfield Charter Township	0.0044705319%
St Clair County	1.9960063402%
St Joseph County	0.4265691571%
St. Clair Shores City	0.3399081996%
Sterling Heights City	0.9407553377%
Sturgis City	0.0599318930%
Summit Township, Jackson County	0.0147223455%
Superior Charter Township	0.0121236785%
Taylor City	0.3764778630%
Texas Charter Township	0.0052063171%
Thomas Township	0.0127113988%
Traverse City	0.0620311385%
Trenton City	0.0481846521%
Troy City	0.2360199679%
Tuscola County	0.4432240961%
Tyrone Township, Livingston County	0.0096355544%
Union Charter Township	0.0000512255%
Van Buren Charter Township	0.0686867403%
Van Buren County	0.7628971716%
Vienna Charter Township, Genesee County	0.0086448035%
Walker City	0.0577159947%
Warren City	1.1744758071%
Washington Township, Macomb County	0.0808853142%
Washtenaw County	2.3763653602%
Waterford Charter Township	0.2186201385%
Wayne City	0.0837926529%
Wayne County	10.1863863702%
West Bloomfield Charter Township	0.2622681115%

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Westland City	0.3261711153%
Wexford County	0.2986947723%
White Lake Charter Township	0.0585435626%
Wixom City	0.0369421752%
Woodhaven City	0.0571927749%
Wyandotte City	0.0976772465%
Wyoming City	0.2554463949%
Ypsilanti Charter Township	0.0578793100%
Ypsilanti City	0.0898598214%
Zeeland Charter Township	0.0061508332%
<b>Total</b>	100.0000000003%

UNRATIFIED

**Exhibit C - Litigating Local Governments**

Local Government	Litigating Local Government	Filed in 2017	Filed in 2018	Filed in 2019
Ada Township				
Adrian City				
Alcona County	Yes		✓	
Alger County	Yes		✓	
Algoma Township				
Allegan County				
Allen Park City				
Allendale Charter Township				
Alpena County	Yes		✓	
Alpine Charter Township				
Ann Arbor City				
Antrim County	Yes		✓	
Antwerp Township				
Arenac County	Yes		✓	
Auburn Hills City				
Bangor Charter Township				
Baraga County	Yes		✓	
Barry County				
Bath Charter Township				
Battle Creek City				
Bay City				
Bay County	Yes			✓
Bedford Township				
Benton Charter Township				
Benzie County	Yes		✓	
Berkley City				
Berrien County	Yes		✓	
Beverly Hills Village				
Big Rapids City				
Birmingham City				
Blackman Charter Township				
Bloomfield Charter Township				
Branch County	Yes		✓	
Brandon Charter Township				
Brighton Township				
Brownstown Charter Township				
Burton City				
Byron Township				
Cadillac City				
Caledonia Charter Township				
Calhoun County	Yes			✓
Cannon Township				
Canton Charter Township	Yes		✓	
Cascade Charter Township				
Cass County	Yes		✓	

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government	Filed in 2017	Filed in 2018	Filed in 2019
Charlevoix County	Yes		✓	
Cheboygan County	Yes			✓
Chesterfield Charter Township				
Chippewa County	Yes	✓		
Clare County				
Clawson City				
Clinton Charter Township	Yes		✓	
Clinton County	Yes		✓	
Coldwater City				
Commerce Charter Township				
Comstock Charter Township				
Cooper Charter Township				
Crawford County	Yes		✓	
Davison Township				
Dearborn City				
Dearborn Heights City				
Delhi Charter Township				
Delta Charter Township				
Delta County	Yes	✓		
Detroit City	Yes	✓		
Detroit Wayne Mental Health Authority	Yes			
Dewitt Charter Township				
Dickinson County	Yes		✓	
East Bay Township				
East Grand Rapids City				
East Lansing City	Yes		✓	
Eastpointe City				
Eaton County	Yes		✓	
Egelston Township				
Emmet County				
Emmett Charter Township				
Escanaba City	Yes	✓		
Farmington City				
Farmington Hills City				
Fenton Charter Township				
Fenton City				
Ferndale City				
Flat Rock City				
Flint Charter Township				
Flint City	Yes			✓
Flushing Charter Township				
Fort Gratiot Charter Township				
Fraser City				
Frenchtown Charter Township				
Fruitport Charter Township				
Gaines Township, Kent County				
Garden City				
Garfield Charter Township				
Genesee Charter Township				

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government	Filed in 2017	Filed in 2018	Filed in 2019
Genesee County	Yes	✓		
Genoa Township				
Georgetown Charter Township				
Gladwin County				
Gogebic County				
Grand Blanc Charter Township				
Grand Haven Charter Township				
Grand Haven City				
Grand Rapids Charter Township				
Grand Rapids City	Yes		✓	
Grand Traverse County	Yes	✓		
Grandville City				
Gratiot County	Yes		✓	
Green Oak Township				
Grosse Ile Township				
Grosse Pointe Park City				
Grosse Pointe Woods City				
Hamburg Township				
Hamtramck City				
Harper Woods City				
Harrison Charter Township	Yes			✓
Hartland Township				
Hazel Park City				
Highland Charter Township				
Highland Park City				
Hillsdale County	Yes		✓	
Holland Charter Township				
Holland City				
Holly Township				
Houghton County	Yes		✓	
Huron Charter Township	Yes		✓	
Huron County				
Independence Charter Township				
Ingham County	Yes		✓	
Inkster City				
Ionia City				
Ionia County	Yes			✓
Iosco County	Yes		✓	
Iron County	Yes		✓	
Iron Mountain City	Yes		✓	
Isabella County	Yes		✓	
Jackson City	Yes		✓	
Jackson County				
Kalamazoo Charter Township				
Kalamazoo City				
Kalamazoo County	Yes			✓
Kalkaska County				
Kent County	Yes			✓
Kentwood City				

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government	Filed in 2017	Filed in 2018	Filed in 2019
Keweenaw County				
Lake County	Yes		✓	
Lansing City	Yes	✓		
Lapeer County				
Leelanau County	Yes		✓	
Lenawee County	Yes		✓	
Lenox Township				
Leoni Township				
Lincoln Charter Township				
Lincoln Park City				
Livingston County	Yes			✓
Livonia City	Yes		✓	
Luce County	Yes		✓	
Lyon Charter Township				
Mackinac County				
Macomb County	Yes	✓		
Macomb Township				
Madison Heights City				
Manistee County	Yes		✓	
Marion Township, Livingston County				
Marquette City				
Marquette County	Yes		✓	
Mason County	Yes		✓	
Mecosta County				
Melvindale City				
Menominee County				
Meridian Charter Township				
Midland City				
Midland County				
Milford Charter Township				
Missaukee County				
Monitor Charter Township				
Monroe Charter Township				
Monroe City				
Monroe County	Yes	Bellwether		
Montcalm County	Yes		✓	
Montmorency County	Yes		✓	
Mount Clemens City				
Mount Morris Charter Township				
Mount Pleasant City				
Mundy Charter Township				
Muskegon Charter Township				
Muskegon City				
Muskegon County	Yes		✓	
Muskegon Heights City				
New Baltimore City				
Newaygo County	Yes		✓	
Niles City				
Niles Township				

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government	Filed in 2017	Filed in 2018	Filed in 2019
Northville Charter Township	Yes		✓	
Norton Shores City				
Novi City				
Oak Park City				
Oakland Charter Township				
Oakland County	Yes	✓		
Oceana County	Yes		✓	
Oceola Township				
Ogemaw County	Yes		✓	
Ontonagon County	Yes		✓	
Orion Charter Township				
Osceola County	Yes		✓	
Oscoda County				
Oshtemo Charter Township				
Otsego County	Yes		✓	
Ottawa County				
Owosso City				
Oxford Charter Township				
Park Township, Ottawa County				
Pittsfield Charter Township	Yes			✓
Plainfield Charter Township				
Plymouth Charter Township				
Pontiac City	Yes			✓
Port Huron Charter Township				
Port Huron City				
Portage City				
Presque Isle County	Yes		✓	
Redford Charter Township				
Riverview City				
Rochester City				
Rochester Hills City				
Romulus City	Yes		✓	
Roscommon County	Yes		✓	
Roseville City				
Royal Oak City				
Saginaw Charter Township				
Saginaw City				
Saginaw County	Yes	✓		
Sanilac County	Yes		✓	
Sault Ste. Marie City	Yes		✓	
Schoolcraft County				
Scio Charter Township				
Shelby Charter Township				
Shiawassee County	Yes		✓	
South Lyon City				
Southfield City				
Southfield Township				
Southgate City				
Spring Lake Township				

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government	Filed in 2017	Filed in 2018	Filed in 2019
Springfield Charter Township				
St Clair County	Yes		✓	
St Joseph County				
St. Clair Shores City				
Sterling Heights City	Yes			✓
Sturgis City				
Summit Township, Jackson County				
Superior Charter Township				
Taylor City				
Texas Charter Township				
Thomas Township				
Traverse City	Yes		✓	
Trenton City				
Troy City				
Tuscola County	Yes		✓	
Tyrone Township, Livingston County				
Union Charter Township				
Van Buren Charter Township	Yes		✓	
Van Buren County				
Vienna Charter Township, Genesee County				
Walker City				
Warren City	Yes			✓
Washington Township, Macomb County				
Washtenaw County	Yes		✓	
Waterford Charter Township				
Wayne City	Yes		✓	
Wayne County	Yes	✓		
West Bloomfield Charter Township				
Westland City	Yes		✓	
Wexford County	Yes		✓	
White Lake Charter Township				
Wixom City				
Woodhaven City				
Wyandotte City				
Wyoming City				
Ypsilanti Charter Township				
Ypsilanti City				
Zeeland Charter Township				
<b>Total</b>	87			



## Exhibit D - List of Reporting Local Governments

Local Government	Reporting Local Government
Ada Township	Yes
Adrian City	Yes
Alcona County	Yes
Alger County	Yes
Algoma Township	No
Allegan County	Yes
Allen Park City	Yes
Allendale Charter Township	Yes
Alpena County	Yes
Alpine Charter Township	No
Ann Arbor City	Yes
Antrim County	Yes
Antwerp Township	No
Arenac County	Yes
Auburn Hills City	Yes
Bangor Charter Township	No
Baraga County	Yes
Barry County	Yes
Bath Charter Township	Yes
Battle Creek City	Yes
Bay City	Yes
Bay County	Yes
Bedford Township	Yes
Benton Charter Township	Yes
Benzie County	Yes
Berkley City	Yes
Berrien County	Yes
Beverly Hills Village	Yes
Big Rapids City	Yes
Birmingham City	Yes
Blackman Charter Township	No
Bloomfield Charter Township	Yes
Branch County	Yes

Brandon Charter Township	Yes
Brighton Township	No
Brownstown Charter Township	Yes
Burton City	Yes
Byron Township	No
Cadillac City	Yes
Caledonia Charter Township	No
Calhoun County	Yes
Cannon Township	No
Canton Charter Township	Yes
Cascade Charter Township	Yes
Cass County	Yes
Charlevoix County	Yes
Cheboygan County	Yes
Chesterfield Charter Township	Yes
Chippewa County	Yes
Clare County	Yes
Clawson City	Yes
Clinton Charter Township	Yes
Clinton County	Yes
Coldwater City	No
Commerce Charter Township	Yes
Comstock Charter Township	Yes
Cooper Charter Township	No
Crawford County	Yes
Davison Township	Yes
Dearborn City	Yes
Dearborn Heights City	Yes
Delhi Charter Township	Yes
Delta Charter Township	Yes
Delta County	Yes
Detroit City	Yes
Detroit Wayne Mental Health Authority	Yes
Dewitt Charter Township	Yes
Dickinson County	Yes
East Bay Township	No

East Grand Rapids City	Yes
East Lansing City	Yes
Eastpointe City	Yes
Eaton County	Yes
Egelston Township	No
Emmet County	Yes
Emmett Charter Township	No
Escanaba City	Yes
Farmington City	Yes
Farmington Hills City	Yes
Fenton Charter Township	No
Fenton City	Yes
Ferndale City	Yes
Flat Rock City	Yes
Flint Charter Township	Yes
Flint City	Yes
Flushing Charter Township	No
Fort Gratiot Charter Township	Yes
Fraser City	Yes
Frenchtown Charter Township	Yes
Fruitport Charter Township	Yes
Gaines Township	Yes
Garden City	Yes
Garfield Charter Township	No
Genesee Charter Township	Yes
Genesee County	Yes
Genoa Township	No
Georgetown Charter Township	No
Gladwin County	Yes
Gogebic County	Yes
Grand Blanc Charter Township	Yes
Grand Haven Charter Township	Yes
Grand Haven City	Yes
Grand Rapids Charter Township	No
Grand Rapids City	Yes
Grand Traverse County	Yes

Grandville City	Yes
Gratiot County	Yes
Green Oak Township	Yes
Grosse Ile Township	Yes
Grosse Pointe Park City	Yes
Grosse Pointe Woods City	Yes
Hamburg Township	Yes
Hamtramck City	Yes
Harper Woods City	Yes
Harrison Charter Township	Yes
Hartland Township	No
Hazel Park City	Yes
Highland Charter Township	Yes
Highland Park City	Yes
Hillsdale County	Yes
Holland Charter Township	Yes
Holland City	Yes
Holly Township	No
Houghton County	Yes
Huron Charter Township	Yes
Huron County	Yes
Independence Charter Township	Yes
Ingham County	Yes
Inkster City	Yes
Ionia City	Yes
Ionia County	Yes
Iosco County	Yes
Iron County	Yes
Iron Mountain City	No
Isabella County	Yes
Jackson City	Yes
Jackson County	Yes
Kalamazoo Charter Township	Yes
Kalamazoo City	Yes
Kalamazoo County	Yes
Kalkaska County	Yes

Kent County	Yes
Kentwood City	Yes
Keweenaw County	Yes
Lake County	Yes
Lansing City	Yes
Lapeer County	Yes
Leelanau County	Yes
Lenawee County	Yes
Lenox Township	No
Leoni Township	No
Lincoln Charter Township	Yes
Lincoln Park City	Yes
Livingston County	Yes
Livonia City	Yes
Luce County	Yes
Lyon Charter Township	No
Mackinac County	Yes
Macomb County	Yes
Macomb Township	Yes
Madison Heights City	Yes
Manistee County	Yes
Marion Township	No
Marquette City	Yes
Marquette County	Yes
Mason County	Yes
Mecosta County	Yes
Melvindale City	Yes
Menominee County	Yes
Meridian Charter Township	Yes
Midland City	Yes
Midland County	Yes
Milford Charter Township	No
Missaukee County	Yes
Monitor Charter Township	No
Monroe Charter Township	No
Monroe City	Yes

Monroe County	Yes
Montcalm County	Yes
Montmorency County	Yes
Mount Clemens City	Yes
Mount Morris Charter Township	Yes
Mount Pleasant City	Yes
Mundy Charter Township	Yes
Muskegon Charter Township	Yes
Muskegon City	Yes
Muskegon County	Yes
Muskegon Heights City	Yes
New Baltimore City	Yes
Newaygo County	Yes
Niles City	Yes
Niles Township	Yes
Northville Charter Township	Yes
Norton Shores City	Yes
Novi City	Yes
Oak Park City	Yes
Oakland Charter Township	Yes
Oakland County	Yes
Oceana County	Yes
Oceola Township	No
Ogemaw County	Yes
Ontonagon County	Yes
Orion Charter Township	Yes
Osceola County	Yes
Oscoda County	Yes
Oshtemo Charter Township	No
Otsego County	Yes
Ottawa County	Yes
Owosso City	Yes
Oxford Charter Township	Yes
Park Township	No
Pittsfield Charter Township	Yes
Plainfield Charter Township	Yes

Plymouth Charter Township	Yes
Pontiac City	Yes
Port Huron Charter Township	Yes
Port Huron City	Yes
Portage City	Yes
Presque Isle County	Yes
Redford Charter Township	Yes
Riverview City	Yes
Rochester City	Yes
Rochester Hills City	Yes
Romulus City	Yes
Roscommon County	Yes
Roseville City	Yes
Royal Oak City	Yes
Saginaw Charter Township	Yes
Saginaw City	Yes
Saginaw County	Yes
Sanilac County	Yes
Sault Ste. Marie City	Yes
Schoolcraft County	Yes
Scio Charter Township	No
Shelby Charter Township	Yes
Shiawassee County	Yes
South Lyon City	Yes
Southfield City	Yes
Southfield Township	No
Southgate City	Yes
Spring Lake Township	No
Springfield Charter Township	No
St Clair County	Yes
St Joseph County	Yes
St. Clair Shores City	Yes
Sterling Heights City	Yes
Sturgis City	Yes
Summit Township	Yes
Superior Charter Township	No

Taylor City	Yes
Texas Charter Township	No
Thomas Township	No
Traverse City	Yes
Trenton City	Yes
Troy City	Yes
Tuscola County	Yes
Tyrone Township	No
Union Charter Township	No
Van Buren Charter Township	Yes
Van Buren County	Yes
Vienna Charter Township	Yes
Walker City	Yes
Warren City	Yes
Washington Township	Yes
Washtenaw County	Yes
Waterford Charter Township	Yes
Wayne City	Yes
Wayne County	Yes
West Bloomfield Charter Township	Yes
Westland City	Yes
Wexford County	Yes
White Lake Charter Township	Yes
Wixom City	Yes
Woodhaven City	Yes
Wyandotte City	Yes
Wyoming City	Yes
Ypsilanti Charter Township	Yes
Ypsilanti City	Yes
Zeeland Charter Township	No
<b>Total Reporting</b>	236
<b>Total Non-Reporting</b>	43



## **Exhibit E - Reserved**

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UNRATIFIED

Exhibit F - Reporting Template

Name of Subdivision: <Subdivision Name>  
Person Completing Report Contact Information: <Name>  
<Email>  
<Telephone>

Money Received from Opioid Settlements for Fiscal Year  
<Settlement> <Amount Received> <Date Received>  
\*Repeat as Necessary\*

Money Expended from Opioid Settlements  
<Opioid Remediation or Non-Opioid Remediation> <Expenditure Title or Agency Appropriated to> <Amount> <Description of Expenditure or Purpose of Appropriation>  
\*Repeat as Necessary\*

UNRATIFIED

State of Michigan

Michigan State-Subdivision Agreement for Allocation of Opioid Settlement Agreements

By: Matthew L. Walker

Its: Assistant Attorney General

UNRATIFIED