

**CITY OF BERKLEY PUBLIC NOTICE
REGULAR CITY COUNCIL MEETING
Monday, November 18, 2019
7:00 P.M. – City Hall
248-658-3300**

**CALL 37th COUNCIL TO ORDER
APPROVAL OF AGENDA
INVOCATION – PASTOR ADAM GROH
PLEDGE OF ALLEGIANCE
CITIZEN COMMENTS
ORDER OF BUSINESS**

Consent Agenda

1. **APPROVAL OF THE MINUTES:** Matter of approving [the minutes](#) of the 37th City Council meeting on Monday, October 21, 2019.

Regular Agenda

1. **RECOGNITIONS/PRESENTATIONS:** Matter of any recognitions or presentations from the Consent Agenda.
2. **SWEARING-IN CEREMONY:** Newly elected members of Council to be given [Oaths of Office](#) by the City Clerk:
Mayor Daniel J. Terbrack
Councilmember Bridget Dean
Councilmember Ross Gavin
Councilmember Natalie Price

ADJOURN

**CALL 38th COUNCIL TO ORDER
APPROVAL OF AGENDA
CITIZEN COMMENTS
ORDER OF BUSINESS**

Consent Agenda

1. **WARRANT:** Matter of approving [Warrant No. 1344](#).
2. **RESOLUTION NO. R-33-19:** Matter of [recognizing Eileen Steadman](#) for her services as Councilmember for the City of Berkley.
3. **MOTION NO. M-88-19:** Matter of approving the [2019-2020 Winter Maintenance Agreement](#) between the Road Commission for Oakland County and the City of Berkley. The City will be reimbursed a total of \$10,897.60, which will be paid in two installments, (50%) \$5,448.80 due in December 2019 and (50%) \$5,448.80 due in March 2020.
4. **MOTION NO. M-89-19:** Matter of [appointing the Community Engagement Officer](#), Torri Mathes, as the City of Berkley's representative to the Community Media Network Public Access TV (CMNtv) Board of Trustees for the fiscal year beginning July 1, 2019; and to instruct the City Clerk to send a copy of this motion to the CMNtv Board.
5. **ORDINANCE NO. O-09-19:** Matter of considering the [second reading of an ordinance](#) of the City Council of the City of Berkley, Michigan to Amend Article XII, Residential Grading & Drainage Standards, to Chapter 26, Buildings and Building Regulations, of the City of Berkley Code of Ordinances to Establish Standards for Residential Grading and Drainage and to Prescribe a Penalty for Violations. (Full copy of this ordinance is posted for 10 days at the Berkley City Hall, Library, and Community Center).

Regular Agenda

1. **RECOGNITIONS/PRESENTATIONS:** Matter of any recognitions or presentations from the Consent Agenda.
2. **MOTION NO. M-90-19:** Matter of [appointing Mayor Pro Tem](#) from November 2019 until November 2021.
3. **PUBLIC HEARING:** Matter of holding a Public Hearing regarding the Community Development Block Grant Program Year 2020 application in the approximate amount of \$36,290 to fund eligible projects.
4. **RESOLUTION R-34-19:** Matter of adopting [the Community Development Block Grant Program](#) Application for the 2020-21 Fiscal Year.
5. **ORDINANCE NO. O-16-19:** Matter of considering [First Reading of an ordinance](#) to Add New Article XIV, Prohibition of Conversion Therapy, to Chapter 30, Businesses, of the City of Berkley Code of Ordinances and to Prescribe a Penalty for Violations.
6. **MOTION NO. M-91-19:** Matter of approving [Special Land Use Approval \(SU-01-19\)](#), to [KinderCare](#) – Child Care Facility in Office District – who is proposing to occupy a portion of the first floor of the existing office building at 1695 Twelve Mile Rd, at the southwest corner of Twelve Mile and Brookline.
7. **MOTION NO. M-92-19:** Matter of approving the [Macomb County Cooperative Bid Program purchase](#) of two (2) 2020 Ford F250 pickup trucks and a 2020 Ford F550 truck chassis at a total cost of \$108,262 from Signature Ford of Owosso, Michigan. This expenditure will be charged to account numbers 101-441-985-000 and 592-536-985-000.
8. **RESOLUTION NO. R-35-19:** Matter of establishing a [Master Plan Steering Committee](#).
9. **RESOLUTION NO. R-36-19:** Matter of [ratifying a one-year Tentative Labor Agreement](#) between the City of Berkley and the Michigan Association of Public Employees (MAPE).
10. **ORDINANCE NO. O-15-19:** Matter of considering [First Reading of an ordinance](#) of the City Council of the City of Berkley, Michigan to Add New Article XV, Marihuana Businesses, to Chapter 30, Businesses, of the City of Berkley Code of Ordinances to Adopt Local Licensing Regulations and Operational Standards for Marihuana Businesses.
11. **RESOLUTION NO. R-37-19:** Matter of [designating the time and place of City Council Meetings](#) and its Rules and Order of Procedure.
12. **MOTION NO. M-93-19:** Matter of [approving the 2020 and 2021 City Council Regular Meeting](#) calendar.
13. **SPECIAL MEETING:** Matter of scheduling a Special City Council meeting to be held on Monday, November 25, 2019, at 7 p.m., to consider adopting a resolution to convene in closed session upon adjournment of the Special Meeting to consult with the City's attorneys regarding trial or settlement strategy in connection with pending litigation, specifically, 27799 Woodward, LLC v Berkley, Oakland County Circuit Court Case No. 2017-159355-CZ; Doot v Berkley, Oakland County Circuit Court Case No. 2017-157459-NZ; and Hanover Insurance Group v Berkley, Oakland County Circuit Court Case No. 2017-160247-NZ.

COMMUNICATIONS

ADJOURN

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

Note: Official minutes of City Council Meetings and supporting documents for Council packets are available for public review in the City Clerk's Office during normal working hours.

THE THIRTY-FIFTH REGULAR MEETING OF THE THIRTY-SEVENTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 7:00 PM ON MONDAY, OCTOBER 21, 2019 BY MAYOR TERBRACK

PRESENT: Steve Baker Jack Blanchard
Dennis Hennen Bridget Dean
Eileen Steadman Ross Gavin
Daniel Terbrack

APPROVAL OF AGENDA

Mayor Pro Tem Baker moved to approve the Agenda

Seconded by Councilmember Gavin

Ayes: Blanchard, Dean, Gavin, Hennen, Steadman, Baker, and Terbrack

Nays: None

Motion Approved.

INVOCATION Pastor Matt Brunner

CITIZENS COMMENTS:

James Jeffery Tong, a Berkley resident, spoke about the upcoming Veterans Day event 11 a.m. Monday, November 11 at the Berkley War Memorial. He also described the display at the Berkley Historical Museum, which will be open before and after the Ceremony. He stated the exhibit depicts Berkley veterans with artifacts and news clippings telling their stories. He stated we need to acknowledge that generation and what they did for us.

Kurt Hite, a Berkley resident, spoke about the road diet and the evaluation process. He stated he is disappointed more hasn't been done since the project started and he would like more communications.

Wendi Zabramski, a Berkley resident, stated someone was hit as a result of the Coolidge Highway Complete Streets initiative. She stated that Mayor Terbrack promised if it was a matter of safety, the project would be yanked.

Jenny Byer, a Huntington Woods resident, introduced herself as the Community Outreach person for State Rep. Andy Levin. She stated her role is to learn about events and activities in the City to report back to Rep. Levin. She also stated that Rep. Levin is following the issue of water lead levels recently being discussed in the area. She said Rep. Levin may be reached at andylevin.house.gov or 586-498-7122.

Zach Barnhart, a Berkley resident, discussed his thoughts and opinions on the City's ordinance establishing standards for residential grading and drainage. He discussed how this has been impacting his efforts to build a garage and driveway on his property.

Consent Agenda

Councilmember Hennen moved to approve the following Consent Agenda, seconded by Councilmember Steadman:

APPROVAL OF THE MINUTES: Matter of approving the minutes of the 37th City Council meeting on Monday, October 7, 2019.

WARRANT: Matter of approving Warrant No. 1343.

RESOLUTION NO. R-29-19: Matter of adopting a resolution recognizing David Milner.

RESOLUTION NO. R-30-19: Matter of adopting a resolution recognizing the month of October as Berkley Area Chamber of Commerce Month.

RESOLUTION NO. R-31-19: Matter of adopting a resolution accepting a donation from the Berkley Hoops Youth Basketball Association.

MOTION NO. M-83-19: Matter of authorizing the Mayor to execute an agreement with Oakland County to provide Animal Care services for the City of Berkley, effective October 1, 2019 through September 30, 2022.

ORDINANCE NO. O-12-19: Second Reading of a Zoning Ordinance of the City Council of the City of Berkley, Michigan to Amend Section 138-551 of Chapter 138 Zoning, to Change Zoning Ordinance Violations of the Chapter From Misdemeanors to Municipal Civil Infractions.

ORDINANCE NO. O-13-19: Second Reading of the City Council of the City of Berkley, Michigan to Amend Sections 26-333, 30-112, 30-705, 74-1, 82-362, 94-15, 126-49, and 130-35, and to Add Sections 26-2, 86-69, 126-27, and 130-80 to Change Violations of Vacant and Neglected Property Registration Requirements; Business License Requirements; Operating a Valet Parking Service Without a Licenses; Assisting Minors to Violate Curfew; Noise; Building Code; Water and Sewer Systems; Trees, Shrubs and Bushes; Noxious Weeds; Use of Parks; and Sign Regulations from Misdemeanors to Municipal Civil Infractions.

Ayes: Dean, Gavin, Hennen, Steadman, Baker, Blanchard, and Terbrack
Nays: None
Motion Approved.

Regular Agenda

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

Mayor Pro Tem Baker read Resolution R-29-19 into the record, recognizing David Milner. Mr. Milner's wife was present to accept the recognition on her late husband's behalf. Sue Richardson, Chair of the Berkley Historical Committee, also spoke on Mr. Milner's behalf.

Councilmember Blanchard read Resolution R-30-19 into the record, recognizing the month of October as Chamber of Commerce Month. Berkley Area Chamber President Nicole Miller and Executive Director Darlene Rothman were present to receive the recognition. They both spoke on behalf of the Chamber.

Councilmember Dean read Resolution R-31-19 into the record, recognizing and accepting a donation from the Berkley Hoops Youth Basketball Association. Berkley Hoops Youth Basketball Association representatives Scott Rowlett and Pete Fishman were present to receive the recognition. They also thanked the Berkley Parks & Recreation Department.

PRESENTATION:

Brenda Moore and Kelly Warren, representatives of the Michigan Municipal League (MML), were in attendance to provide a presentation on the Elected Officials Academy, including honoring Councilmembers Steadman and Dean. Ms. Moore provided background on the Elected Officials Academy, her role and what motivated her to become involved. Ms. Moore and Ms. Warren presented certificates of completion to Councilmember Steadman for the Leadership Award – Level II and to Councilmember Dean for the Education Award – Level I. Both Dean and Steadman spoke, thanking the MML and the framework it provides for elected officials. Councilmember Steadman also thanked Mayor Pro Tem Baker for being an inspiration regarding further education through the League. Mayor Terbrack reinforced how important the League is and the continuing education it provides.

RESOLUTION R-32-19: Matter of designating Saturday, December 7, 2019 for the Annual Holiday Parade and Tree Lighting Ceremony in Berkley.

Councilmember Dean moved to approve Resolution No. R-32-19

Seconded by Mayor Pro Tem Baker

Ayes: Gavin, Hennen, Steadman, Baker, Blanchard, Dean, and Terbrack

Nays: None

Motion Approved.

MOTION NO. M-84-19: Matter of approval to purchase a used rear loader truck from Bell Equipment in the amount of \$169,500 from Bell Equipment Company, Lake Orion, MI. The unit was publicly advertised and bid on the BidNet/MITN system. The vehicle was identified in the 2019-2020 Capital Equipment Replacement Program (CERP). Funding is allocated under account #226-528-985-000.

Councilmember Blanchard moved to approve Motion No. M-84-19

Seconded by Councilmember Steadman

Ayes: Hennen, Steadman, Baker, Blanchard, Dean, Gavin, and Terbrack

Nays: None

Motion Approved.

MOTION NO. M-85-19: Matter of approving the revised Articles of Incorporation for the Southeastern Oakland County Water Authority (SOCWA).

Councilmember Gavin moved to approve Motion No. M-85-19

Seconded by Councilmember Hennen

Ayes: Steadman, Baker, Blanchard, Dean, Gavin, Hennen, and Terbrack

Nays: None

Motion Approved.

ORDINANCE NO. O-09-19: Matter of considering the first reading of an ordinance of the City Council of the City of Berkley, Michigan to Amend Article XII, Residential Grading & Drainage Standards, to Chapter 26, Buildings and Building Regulations, of the City of Berkley Code of Ordinances to Establish Standards for Residential Grading and Drainage and to Prescribe a Penalty for Violations.

Councilmember Hennen moved to approve Ordinance No. O-09-19

Seconded by Councilmember Dean

Ayes: Baker, Blanchard, Dean, Gavin, Hennen, Steadman, and Terbrack

Nays: None

Motion Approved.

MOTION NO. M-86-19: Matter of awarding a contract for Senior Home Chore Snow Removal Service to Xpert Lawn and Snow, 21083 Mound Road, Warren, MI 48091, for \$3,500 which will be paid from account #275-940-818-040 and the remaining funds will come from 614-105-818-000.

Councilmember Dean moved to approve Motion No. M-86-19

Seconded by Councilmember Hennen

Ayes: Blanchard, Dean, Gavin, Hennen, Steadman, Baker, and Terbrack

Nays: None

Motion Approved.

MOTION NO. M-87-19: Matter of approving the appointment to the Beautification Advisory Committee.

Councilmember Steadman moved to approve Motion No. M-87-19

Seconded by Councilmember Dean

Ayes: Dean, Gavin, Hennen, Steadman, Baker, Blanchard, and Terbrack

Nays: None

Motion Approved.

COMMUNICATIONS

COUNCILMEMBER GAVIN: informed everyone the next Planning Commission meeting will take place 7 p.m. on October 22nd. He stated the next Environmental Advisory Committee meeting (EAC) will take place 6:30 p.m. October 24th. Councilmember Gavin let everyone know that the EAC, in conjunction with the Department of Public Works, Parks of Recreation and SOCRRA, will be hosting an Electronics Recycling Day on October 26th. They will be accepting items like laptops, TVs, phone, small appliances and documents for shredding. Councilmember Gavin provided an update on the MML conference he recently attended. He stated it is always a great chance to dive deeper into select subject matters and collaborate with other elected officials. Sessions Councilmember Gavin attended included organizational and employee wellbeing, property assessed clean energy program, civility in government, cyber security, and strategies for unfunded pension liabilities.

COUNCILMEMBER HENNEN: informed everyone the next Zoning Board of Appeals meeting, if needed, would take place 7 p.m. November 12th. He noted the meeting would be delayed by one day due to the Veterans Day holiday. He stated likewise the Tree Board would also be meeting one day later on November 12th. He stated the Tree Board is working on a number of projects including making sure that things are lined up so it may apply for grant money to pay for some of the projects members are looking at including completing a cost-effective tree inventory. Councilmember Hennen provided an update on the MML conference he recently attended. He discussed the walking tour he participated in on the Detroit Riverfront including discussing parallels that could be taken despite the large scope of the riverfront project. He stated the key takeaway for him from that experience is, “communicate, communicate, communicate.” Sessions Councilmember Hennen attended included crowdfunding, social media and distracted driving. He discussed his takeaways from each session.

COUNCILMEMBER DEAN: provided an update on the MML conference she recently attended. She stated she attended the Michigan Women in Municipal Government luncheon. She stated the speaker was Detroit City Council President Brenda Jones. The top three sessions Councilmember Dean attended included the best practices of building and maintaining a domestic violence high risk response team, property assessed clean energy program, developing a parks and recreation asset plan, and human trafficking in your community. She discussed important points from each session. She stated the domestic violence hotline is 1-800-799-7233 and the national human trafficking hotline is 1-888-373-7888. Councilmember Dean stated the Parks and Recreation Tale on the Trail – Halloween Edition will take place 6 p.m. October 24th at Jaycee Park. She stated start times are staggered and costumes are encouraged. This event is in collaboration with the Berkley Library. She stated BooFest will take place Monday, October 28th with staggered times at the Community Center. She said the event is suitable for children up through fifth grade. Councilmember Dean stated Parks and Recreation will be hosting vacation camp on Election Day, November 5th.

MAYOR PRO TEM BAKER: informed everyone the Technology Advisory Committee (TAC) met October 16th. He stated one initiative the members are working on includes doing another round of outreach to other City committees to see how and in what ways technology may be utilized to advance specific missions and objectives. The next TAC meeting will take place 6:30 p.m. November 20th. Mayor Pro Tem Baker stated the Downtown Development Authority (DDA) met October 9th. He stated one highlight of the agenda was to interview and discuss a candidate to fill the executive director position. He stated contract negotiations would begin with one of the interviewed candidates. He further discussed the process. Mayor Pro Tem Baker offered kudos to those who participated in a successful Moms Night Out event. He informed everyone to visit downtownberkley.com for more information on upcoming events. Mayor Pro Tem Baker encourages everyone to take time to visit the new exhibit at the museum honoring veterans. He stated the Berkley Historical Museum is open from 10 a.m. to 1 p.m. Wednesdays and 2 to 4 p.m. Sundays. He stated holiday mugs and ornaments are still available for purchase as a museum fundraiser. Mayor Pro Tem Baker quoted Mattie Stepanek, “Unity is strength ... when there is teamwork and collaboration, wonderful things can be achieved.” He used that quote to pivot into thanking the MML and his colleagues’ participation in the Elected Officials Academy. He stated he would throw a curveball and instead of speaking about the MML conference, he would speak about Southeast Michigan Council of

Governments (SEMCOG). He discussed the organization and its recent general assembly meeting. He discussed the keynote address by Mayor of Rochester Hills Bryan Barnett focusing on the value of local leadership and the importance of innovation, inclusion and infrastructure.

COUNCILMEMBER STEADMAN: provided one update from the MML conference, which is that 2020 is a Census year. She stated people are being hired right now to be census takers. She stated every person that is counted means more dollars for the City including funding for schools and roads. She stated it is very important that every person is counted and she said to spread the word to your neighbors. Councilmember Steadman said the Citizens Engagement Advisory met on October 2nd. She stated the Committee has been working on finalizing communications plans and looking at the City of Berkley website to determine improvements. Councilmember Steadman stated The Beautification Committee has completed its cleanup plan. She stated the Committee is not having a holiday lights contest this year due to lack of nominations in the past. She stated the next meeting will be 6:30 p.m. March 11th for the beginning of planting season. Councilmember Steadman encourages everyone to check the Berkley Public Library website for all of its wonderful, ongoing programs.

COUNCILMEMBER BLANCHARD: informed everyone that he attended the MML conference. He stated he too would highlight the top three sessions he attended. His top three sessions were budget to roads and everything in between, you've been breached – cyber security actions in a ransomware attack, and food trucks 101 – what you need to know. He stated two of the food truck panelists were from Berkley. He provided detail on each of these sessions and the actions he has taken with the information. Councilmember Blanchard stated he attended the Third Annual Homeland Security Symposium at Oakland Community College. He stated his five takeaways from that centered on intelligent/risk-based planning involving terrorist environment for mass gatherings; right-left violent contemporary extremism; bioterrorism 1918; the Sikh temple massacre and the Ohio State University terrorist attack. He discussed what he learned and took away from that event for the betterment of the City. Councilmember Blanchard displayed the magazine recently distributed by the Berkley Area Chamber of Commerce.

DIRECTOR MCARLETON: provided an update on the Berkley Ice Arena demolition. She stated it is about 95 percent complete. She stated there are two minor items that hopefully would be completed by the end of the week. She thanked the residents that live nearby for their patience. She said overall the project went really, really well. She said they have been happy with the work.

CLERK MITCHELL: reminded residents of the November 5th Election. She said polls will be open from 7 a.m.-8 p.m. and sample ballots are available at the City Clerk's Office. She let everyone know the City Clerk's Office would be open 8 a.m.-4 p.m. November 2nd to help those with election needs. She also reminded everyone that due to the passage of Proposal 18-3, there is now no-reason absentee voting and residents may register to vote through 8 p.m. on Election Day with proof of residency.

CITY ATTORNEY CHRIST: had nothing to report this evening.

MAYOR TERBRACK: announced this Friday is the State of the City. It will take place 8 a.m. at Farinas and is presented by the Berkley Area Chamber of Commerce. He stated some local business owners will receive awards and an update on the affairs of the City along with its neighbors will be provided. Mayor Terbrack reiterated November 5th is Election Day. He stated there was incredible voter turnout during the City's last election and he anticipates high resident engagement for this election as well. He encouraged everyone to do their homework and learn who best supports their vision. He stated to make sure your voice is heard to have a say in what is happening in the community now and moving forward.

COUNCIL MEETING ADJOURNMENT:

Motion by Mayor Pro Tem Baker to adjourn the regular meeting at 8:37 p.m.

Seconded by Councilmember Hennen

Ayes: Hennen, Steadman, Baker, Blanchard, Dean, Gavin, and Terbrack.

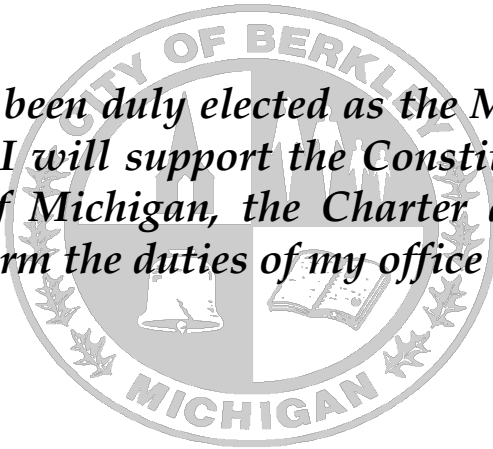
Nays: None

Motion Approved.

*City of Berkley, Michigan
Oath of Office for*

Daniel J. Terbrack

I, Daniel J. Terbrack, having been duly elected as the Mayor of the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter and Ordinances of the City of Berkley, and that I will perform the duties of my office to the best of my ability.



Daniel J. Terbrack

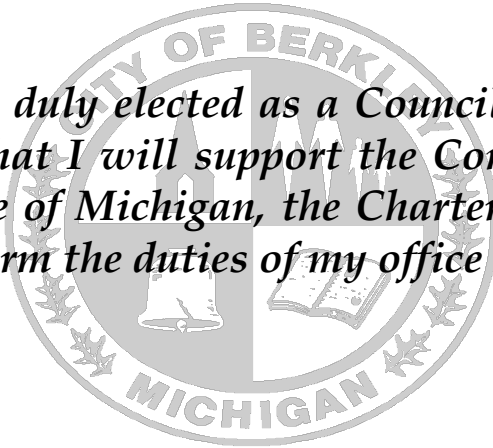
*Subscribed and sworn to before
me this 18th day of November, 2019.*

*Victoria E. Mitchell
City Clerk*

*City of Berkley, Michigan
Oath of Office for*

Bridget Dean

I, Bridget Dean, having been duly elected as a Councilmember of the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter and Ordinances of the City of Berkley, and that I will perform the duties of my office to the best of my ability.



Bridget Dean

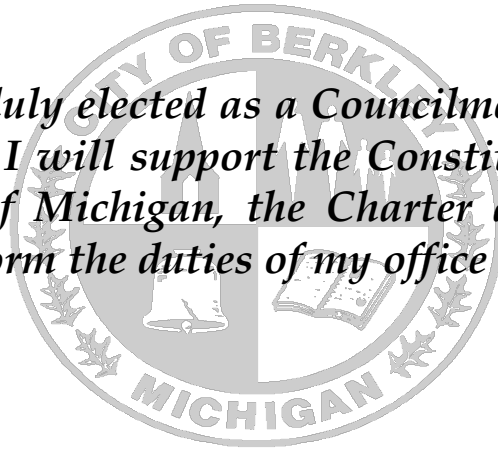
*Subscribed and sworn to before
me this 18th day of November, 2019.*

*Victoria E. Mitchell
City Clerk*

*City of Berkley, Michigan
Oath of Office for*

Ross Gavin

I, Ross Gavin, having been duly elected as a Councilmember of the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter and Ordinances of the City of Berkley, and that I will perform the duties of my office to the best of my ability.



Ross Gavin

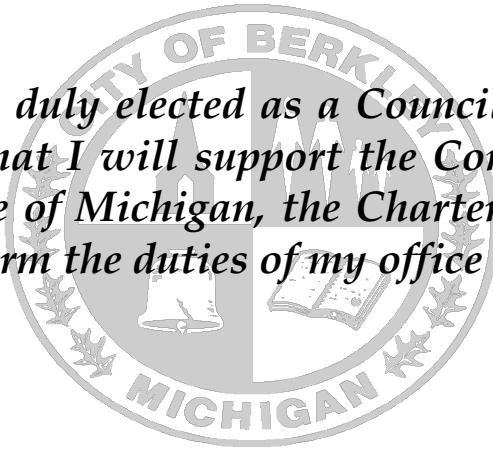
*Subscribed and sworn to before
me this 18th day of November, 2019.*

*Victoria E. Mitchell
City Clerk*

*City of Berkley, Michigan
Oath of Office for*

Natalie Price

I, Natalie Price, having been duly elected as a Councilmember of the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter and Ordinances of the City of Berkley, and that I will perform the duties of my office to the best of my ability.



Natalie Price

*Subscribed and sworn to before
me this 18th day of November, 2019.*

*Victoria E. Mitchell
City Clerk*



CITY OF BERKLEY
CHECK WARRANT
#1344
OCTOBER 2019

Check Date	Check	Vendor Name	Description	Amount	Voided?
10/03/2019	55515	ALERUS FINANCIAL	HEALTH CARE SAVINGS PLAN #6304 - PR #20	3,645.00	
10/03/2019	55516	BASIC	ADMINISTRATIVE FEE FOR SEPT. 2019	80.00	
10/03/2019	55517	HUBBELL, ROTH & CLARK	RESIDENTIAL REVIEW	392.73	
			RESIDENTIAL REVIEW	395.92	
			RESIDENTIAL REVIEW	637.12	
				1,425.77	
10/03/2019	55518	MISDU	CHILD SUPPORT CASE NO. 913340822 - PR #2	82.99	
			CHILD SUPPORT CASE NO. 913286400 - PR #2	128.05	
			CHILD SUPPORT CASE NO. 913488854 - PR #2	64.14	
				275.18	
10/03/2019	55519	NAT'L COLLEGIATE STUDENT LOAN TRUST	MISC. DEDUCT. CASE NO. 14000168CK - PR #	84.14	
10/03/2019	55520	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #20	5,828.25	
			EMPL. DEDUCT. (ROTH) - PR #20	1,119.02	
				6,947.27	
10/03/2019	55521	RUSSELL DORE	AMERICA'S CLASSIEST CARS	125.00	
10/03/2019	55522	SCHAFER CONSTRUCTION, INC.	FIRE HALL EXPANSION	81,155.00	
10/03/2019	55523	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #20	565.38	
10/03/2019	55524	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #20	1,831.34	
			EMPLOYEE DEDUCT. - LOAN - PR #20	24.80	
				1,856.14	
10/03/2019	55525	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #20	80.00	
10/07/2019	55526	ELDER FORD	REPAIR WORK ON 2017 FORD F-250	4,155.34	
10/15/2019	55527	21ST CENTURY MEDIA - MICHIGAN	ACCURACY TEST NOTICE	98.72	
			ORDINANCE SYNOPSIS	76.25	
				174.97	
10/15/2019	55528	AFTERMATH	CLEAN #412 FROM 19-11913	140.00	
10/15/2019	55529	AIRGAS USA, LLC	SEPT. 2019 CYLINDER RENTAL	28.60	
10/15/2019	55530	ALPHA PSYCHOLOGICAL SERVICES	PSYCH EXAM - HARMON	695.00	
10/15/2019	55531	AMAZON CAPITAL SERVICES	USB-C ADAPTERS	23.97	
			IPHONE SCREEN PROTECTORS	7.99	
			USB-C DOCKING STATION	179.19	
			DVD'S & JEWEL CASES	146.91	
			FIRE HALL SUPPLIES	252.94	
			WATER	14.99	
				625.99	
10/15/2019	55532	APPLIED CONCEPTS, INC.	RADAR UNIT FOR NEW 411 (K9) - PER GABRIE	2,196.00	
10/15/2019	55533	AT&T	ACCT. NO. 24854624000218 - 09/25/19 - 10	649.70	
10/15/2019	55534	AUTO ONE OF OAKLAND	#41 - WINDOW TINT.	475.00	
10/15/2019	55535	BELL EQUIPMENT COMPANY	#22	126.16	
			#22	486.92	
				613.08	
10/15/2019	55536	BERKLEY SCHOOL DISTRICT	CAMP CONTRACTUAL	4,080.00	
10/15/2019	55537	BIG D LOCK CITY	KEYS FOR HARMON	6.00	
			LOCK FOR HALLWAY/FIREHALL DOOR	129.00	
			EQUIPMENT SUPPLIES	4.00	
			GARAGE	7.50	
			OFFICE LOCK REPAIR	116.00	

				262.50
10/15/2019	55538	BRIAN MOTHORPE	SIDWELL #04-25-18-107-043	1,807.50
10/15/2019	55539	BRYAN BEMIS	MILEAGE REIMBURSEMENT - MERS CONFERENCE	277.82
10/15/2019	55540	CADILLAC ASPHALT, LLC	PATCH	518.76
10/15/2019	55541	CAMELOT CLEANERS	PRISONER BLANKETS - SEPT.	193.93
10/15/2019	55542	CAROLINE SALUCCI	EIGHT EVENING STORY TIMES	450.00
10/15/2019	55543	CMNTV	CABLE PRODUCTION	1,265.00
10/15/2019	55544	CMV LANDSCAPE & EQUIPMENT COMPANY	WATER	205.20
			WATER	972.00
			WATER	2,560.00
			(M) ROAD REPAIR - 3020 11 MILE	2,756.00
			(M) ROAD REPAIR - 3080 11 MILE	1,981.00
			(M) ROAD REPAIR - 3500 11 MILE	1,900.40
			(M) ROAD REPAIR - 3690 11 MILE	1,216.00
			(M) ROAD REPAIR - 3800 11 MILE RD.	441.00
			(L) ROAD REPAIR - 3481 BACON	15,860.00
			(M) ROAD REPAIR - 3622 11 MILE RD.	1,832.00
			(M) ROAD REPAIR - 3180 11 MILE RD.	2,795.00
			(M) ROAD REPAIR - 3224 11 MILE RD.	1,438.00
			(M) ROAD REPAIR - 3320 11 MILE RD.	910.00
				34,866.60
10/15/2019	55545	COMMERCIAL CLIMATE CONTROLS CORP.	REROUTE PNEUMATIC MAIN FOR UNIT HEATERS	143.00
10/15/2019	55546	CONCENTRA MEDICAL CENTERS	NEW HIRE PHYSICAL	155.50
10/15/2019	55547	CONTRACTORS CONNECTION	WATER	343.00
10/15/2019	55548	DEALER AUTO PARTS SALES	P.S. PARTS	193.80
			4-23, P.S. FIRE MARSHALL - APPLY CM 1095	44.30
			4-23 P.S. FIRE MARSHALL	599.72
				837.82
10/15/2019	55549	DEAN SELLERS FORD	P.S. WORK	68.43
			P.S.	70.00
				138.43
10/15/2019	55550	DELL MARKETING LP	CAMP TABLET CHARGER	103.49
10/15/2019	55551	DEREK BANKER	SIDWELL #04-25-18-102-020	1,961.81
10/15/2019	55552	DES MOINES STAMP MANUFACTURING CO.	2 "COPY" STAMPS	35.55
10/15/2019	55553	DSS CORPORATION	MAINT. FOR 911 RECORDER	4,870.00
10/15/2019	55554	DTE ENERGY	2450 BEVERLY BLVD. - 08/27/19 - 09/25/19	108.02
			3226 BACON - 08/27/19 - 09/25/19	535.74
				643.76
10/15/2019	55555	DTE ENERGY	STREETLIGHT - 09/01/19 - 09/30/19	14,761.40
10/15/2019	55556	EZELL SUPPLY CORPORATION	PROGRAM SUPPLIES	348.06
10/15/2019	55557	FIRE DEFENSE EQUIPMENT COMPANY	2-10#, 1-5# EXTING W/ EXCHANGE	129.50
			ANNUAL FIRE EXTINGUISHER CHECK	227.60
				357.10
10/15/2019	55558	FMG CONCRETE CUTTING	LOCAL ROAD WORK - 12/GRIFFITH AREA	2,380.00
10/15/2019	55559	FRONT LINE SERVICES, INC.	INSPEC. FOR RECALL - 4" FLEX EXHAUST PIP	3,022.23
10/15/2019	55560	GERALD REISER	CONTRACTUAL SERVICES - WOMENS SOFTBALL U	90.00
10/15/2019	55561	GINA HAROLD	MILEAGE REIMBURSEMENT	24.36
			SEND SAMPLE BALLOTS TO ELECTION SOURCE F	10.46
				34.82
10/15/2019	55562	HAFELI, STARAN, & CHRIST, P.C.	LEGAL SERVICES	11,865.00
10/15/2019	55563	HART INTERCIVIC	2 CABLES FOR TW PRINTERS	20.00
10/15/2019	55564	HOWARD L. SHIFMAN P.C.	LABOR ATTORNEY	678.50
10/15/2019	55565	HUNT SIGN CO LTD	STREET SIGNS	128.00
10/15/2019	55566	HYDROCORP	SEPT. 2019 CROSS CONNECTION	1,658.00
10/15/2019	55567	IAN KINDER LLC	CONTRACTUAL SERVICES	337.50
			CONTRACTUAL SERVICES	84.00

				421.50
10/15/2019	55568	J.H. HART URBAN FORESTRY	TREE TRIM, REMOVAL, LOGGING 9/23/19 - 9/ TREE TRIM, REMOVAL, STUMPING 9/30/19 - 1	6,372.00 7,571.50
				13,943.50
10/15/2019	55569	JACK DEMMER FORD, INC.	P.S.	349.12
10/15/2019	55570	JAY'S SEPTIC TANK SERVICE	CONTRACTUAL SERVICES (LAZENBY) CONTRACTUAL; SERVICES (JAYCEE PARK)	113.00 113.00
				226.00
10/15/2019	55571	JEFF MORRISON	MOTOR CITY HISTORY LECTURE	100.00
10/15/2019	55572	JON CASSENS	SIDWELL #04-25-18-230-024	4,816.18
10/15/2019	55573	JUMP-A-RAMA, INC.	CONTRACTUAL SERVICES	3,411.00
10/15/2019	55574	KARYN CARRICO	DETROIT PAPERS - 13 WEEKS THRU 1/25/2020	260.00
10/15/2019	55575	KERN ENTERPRISES	FLOOR STRIPS FOR FIRE HALL PROJECT	600.00
10/15/2019	55576	KIESLER'S POLICE SUPPLY, INC.	1 WEAPONS SIGHT - PAPKE (SWAT) GUN FOR NEW HIRE	490.70 448.50
				939.20
10/15/2019	55577	KILBURN'S EQUIPMENT RENTAL, INC.	EQUIPMENT MAINTENANCE	318.00
10/15/2019	55578	KONICA MINOLTA BUSINESS SOLUTIONS	SEPT, PHOTO COPIER	23.98
10/15/2019	55579	LARRY'S WELDING SUPPLY	SEPT. 2019 CYLINDER RENTAL	62.65
10/15/2019	55580	MALONEY TRUCKING	HAULS - WATER	880.00
10/15/2019	55581	MARK POLLOCK	MILEAGE REIMBURSEMENT - MERS CONFERENCE	269.12
10/15/2019	55582	MCCOY MAINTENANCE, INC.	MONTHLY MAINT. JANITORIAL SERVICES JANITORIAL SERV. CUSTODIAL SERVICES DPW JANITORIAL SERVICES / OCTOBER 2019	665.00 1,092.00 1,125.00 895.00 535.00
				4,312.00
10/15/2019	55583	MCGRATH ELECTRIC, LLC	REPLACE/REPAIR JAIL CELL LIGHTS	975.00
10/15/2019	55584	METRO PUMP SERVICE	FUEL / OIL - SEPTEMBER MAINT.	427.50
10/15/2019	55585	MICHIGAN MUNICIPAL LEAGUE	JOB POSTING FOR E. DIRECTOR POSITION	135.36
10/15/2019	55586	MICHIGAN PETROLEUM	OIL / FLUIDS INVENTORY - APPLY C20872	800.30
10/15/2019	55587	MICHIGAN RURAL WATER ASSOCIATION	M. WELLS - WATER CLASS	295.00
10/15/2019	55588	MIDWEST LINEN & UNIFORM SERVICE	MAT CLEANING FOR CITY HALL CONTRACTUAL SERVICES	176.24 147.24
				323.48
10/15/2019	55589	MIDWEST TAPE	HOOPLA DIGITAL CONTENT	233.67
10/15/2019	55590	MOTOR CITY FASTENER, LLC	EQUIPMENT SUPPLIES EQUIPMENT SUPPLIES	106.20 64.78
				170.98
10/15/2019	55591	NEWEGG BUSINESS, INC.	MONITORS FOR PARKS & REC	550.40
10/15/2019	55592	NORFIELD DEVELOPMENT PARTNERS, LLC	DPW / SEPT. 2019 - MISS DIG SOFTWARE	199.00
10/15/2019	55593	NYE UNIFORM	FOREMAN UNIFORMS - 3 S/S, 1 L/S & 1 JOB BELT KEEPERS - BUNTING CARGO PANTS & S/S & L/S SHIRT - J. SMITH	471.93 10.99 150.97
				633.89
10/15/2019	55594	O'REILLY AUTOMOTIVE, INC.	MISC. PARTS DPW/P&R/PS/OIL	1,085.14
10/15/2019	55595	OAKLAND COMMUNITY COLLEGE/CREST	KOEHN & MILLER - LEADERSHIP CONF.	60.00
10/15/2019	55596	OAKLAND COUNTY	MOBILE PREP RADIO PARTS & CHARGERS SEPT. 2019 SEWAGE TREATMENT CLEMIS/MDC/LIVESCAN/MUGSHOT 7-9/2019	1,434.66 232,750.75 6,120.75
				240,306.16
10/15/2019	55597	OAKLAND COUNTY WATER RESOURCES COMM	BUILDING MAINTENANCE	180.00

10/15/2019	55598	OFFICE DEPOT INC.	PAPER, TAPE, PAGE PROTECTORS, 3 MONTHLY	174.54
			OFFICE SUPPLIES & BUILDING LABELS	292.98
			OFFICE SUPPLIES SEPT.	109.40
			OFFICE SUPPLIES	81.77
				658.69
10/15/2019	55599	P. A. MORRIS COMPANY	MEETING ATTENDANCE/MINUTES FOR 10/09/19	150.00
10/15/2019	55600	PARKWAY SMALL ANIMAL & EXOTIC HOSP.	STRAY KITTEN TESTING	255.00
10/15/2019	55601	PINE STATE ENTERPRISES	CERAMIC MUGS	660.76
10/15/2019	55602	PITNEY BOWES INC.	SEALER FOR MAIL MACHINE	72.67
			INK CARTRIDGE FOR MAIL MACHINE	234.17
			AUGUST 2019 WATER POSTAGE	85.08
				391.92
10/15/2019	55603	PLANTE & MORAN, PLLC	2019 - 2020 AUDIT SERVICES	5,300.00
10/15/2019	55604	PRINTING SYSTEMS	NOV. 5, 2019 ELECTION BALLOTS	1,990.06
10/15/2019	55605	QUANTUM SERVICES GROUP, LLC	SERVER BACKUP SYSTEM	400.00
10/15/2019	55606	RAL LAWN & SHRUB CARE	LAWN SERVICE	62.30
			10/8/19 WEED CONTROL COOLIDGE MEDIAN TRE	222.00
				284.30
10/15/2019	55607	RKA PETROLEUM COS, INC	FUEL / OIL 89 MIDGRADE	13,490.50
10/15/2019	55608	ROAD COMMISSION OF OAKLAND CO	AUGUST 2019 / SCATS & AUTOSCOPE	193.72
			AUGUST 2019 / TRAFFIC SIGNAL MAINT.	4,426.30
			LONG LINE - 2019 PAVEMENT MARKINGS	6,831.14
				11,451.16
10/15/2019	55609	ROCHESTER MIDLAND	SANOR SERVICE FOR CITY HALL	64.08
10/15/2019	55610	RUFINO MUNCAL	SIDWELL #04-25-17-403-015	2,284.14
10/15/2019	55611	S/E OAK CO PUBLIC WORKS ASSO	ANNUAL MEMBERSHIP DUES - 2019/20	20.00
10/15/2019	55612	S/E OAK. CTY WATER AUTHORITY	BULK WATER SEPTEMBER 2019	68,309.45
10/15/2019	55613	S/E OAK.CTY RESOURCE REC. AUTH	TRASH, RECYCLE & PICK-UPS 9/15/19 - 9/30	48,477.00
10/15/2019	55614	SABISTON BUILDERS SUPPLY	WATER	739.60
			WATER	630.30
				1,369.90
10/15/2019	55615	SCHENA ROOFING & SHEET METAL	BUILDING MAINTENANCE	875.00
10/15/2019	55616	SEHI COMPUTER PRODUCTS	OFFICE PC'S	6,650.00
10/15/2019	55617	SHAWN YOUNG	REIMBURSEMENT FOR LODGING FOR CONFERENCE	519.75
10/15/2019	55618	SIGNATURE FORD	NEW #41 VEH. LT. HADFIELD / D.B.	24,249.00
10/15/2019	55619	STATE OF MICH-DEPT OF TREASURY	SEPT. 2019 MI TAX WITHHOLDING FOR ACTIVE	14,617.38
10/15/2019	55620	STATE OF MICH-DEPT OF TREASURY	SEPT. 2019 MI TAX WITHHOLDING FOR RETIRE	2,877.08
10/15/2019	55621	STATE OF MICHIGAN	SOR - WEISS	30.00
10/15/2019	55622	STEWART & SONS CONCRETE	ROAD REPAIRS & HAUL OUT - KIPLING/CUMMIN	51,917.45
10/15/2019	55623	STREET DUTY	1 HOLSTER FOR NEW HIRE - 2 STREAM LIGHTS	210.00
10/15/2019	55624	THE BOOK FARM, INC.	BOOKS	211.90
10/15/2019	55625	THE LIBRARY NETWORK	ANNUAL MOVIE LICENSE	387.00
			ACQUISITION SERVICES	1,031.51
			ANNUAL LICENSES & CONTRACTS 10/1/19 - 9/	369.50
			BOOKS, MAGAZINES, & AV MATERIALS	4,183.55
				5,971.56
10/15/2019	55626	TRANSUNION RISK AND ALTERNATIVE	TLOXP INVEST. SERV. (SEPT.)	114.00
10/15/2019	55627	U.S. TOY CO/CONSTRUCTIVE PLAY.	PUPPETS & STORY TIME ROOM SUPPLIES	158.64
10/15/2019	55628	UNIQUE MANAGEMENT SERVICES, INC.	1 PLACEMENT	8.95
10/15/2019	55629	USABUEBOOK	WATER	438.09
			WATER	461.71
				899.80
10/15/2019	55630	VERIZON WIRELESS	IPAD SERVICE FOR 9/2/19 - 10/1/19	194.11
10/15/2019	55631	WEX BANK	GAS CARD	67.99
10/15/2019	55632	WINDSTREAM	FOR SERVICE 09/04/19 - 10/03/19	606.36

10/15/2019	55633	WOW! BUSINESS	WOW INTERNET SERVICES	226.99
			UTILITIES (2400 ROBINA)	102.84
				329.83
10/15/2019	55634	XEROX CORPORATION	SEPT. 2019 PAYMENT FOR CITY HALL COPIER	434.97
			XEROX USER FEES 8/21 - 9/21	33.43
				468.40
10/17/2019	55635	ALERUS FINANCIAL	HEALTH CARE SAVINGS PLAN #6304 - PR #21	3,645.00
10/17/2019	55636	BLUE CROSS BLUE SHIELD OF MICH	PAYMENT FOR SEPT. 2019 CLAIMS	98,767.80
10/17/2019	55637	BLUE CROSS BLUE SHIELD OF MICHIGAN	NOVEMBER 2019 PREMIUM FOR SUFFIX 600	6,409.76
			NOVEMBER 2019 PREMIUM FOR SUFFIX 601	25,987.84
				32,397.60
10/17/2019	55638	CITY OF BERKLEY-TREASURY PETTY CASH	PETTY CASH REIMBURSEMENT	805.80
10/17/2019	55639	DURST LUMBER CO	MISC. ITEMS	609.87
10/17/2019	55640	HOME DEPOT CREDIT SERVICES	WATER	81.98
			WATER	125.96
			GARAGE	54.32
				262.26
10/17/2019	55641	MiSDU	CHILD SUPPORT CASE NO. 913340822 - PR #2	82.99
			CHILD SUPPORT CASE NO. 913286400 - PR #2	128.05
			CHILD SUPPORT CASE NO. 913488854 - PR #2	64.14
				275.18
10/17/2019	55642	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #21	5,215.04
			EMPL. DEDUCT. (ROTH) - PR #21	1,108.45
				6,323.49
10/17/2019	55643	PROGRESSIVE	FIRE DAMAGE-3131 CUMMINGS-#617913-192360	12,500.00
10/17/2019	55644	THE HARTFORD	OCTOBER 2019 PREMIUM FOR ACTIVES	1,888.93
10/17/2019	55645	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #21	565.38
10/17/2019	55646	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #21	1,810.73
			EMPLOYEE DEDUCT. - LOAN - PR #21	24.80
				1,835.53
10/17/2019	55647	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #21	80.00
10/17/2019	55648	VERIZON WIRELESS	FOR SERVICE 8/21/19 - 9/20/19	948.57
10/21/2019	55649	MERS OF MICHIGAN	SERVICE CREDIT FOR MATTHEW CHURCH	19,498.20
10/31/2019	55650	ADN ADMINISTRATORS, INC.	ADMINISTRATIVE FEE FOR NOV. 2019	948.75
10/31/2019	55651	ALBERT C. SANOM RES. BUILDER	921 COLUMBIA RD.	100.00
10/31/2019	55652	ALERUS FINANCIAL	HEALTH CARE SAVINGS PLAN #6304 - PR #22	875.00
10/31/2019	55653	ALL POINTS CONSTRUCTION	2652 TYLER AVE.	100.00
10/31/2019	55654	ALPHA PSYCHOLOGICAL SERVICES	PSYCH EXAM - BERGE	695.00
10/31/2019	55655	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES - COMM DEVELOPMENT	12.49
			OFFICE SUPPLIES - CLERK'S OFFICE	27.98
			GUN SAFE FOR DB VEH	106.99
			GRIP EXTENSION, CUFF/MAG COMBO POUCH/HOL	77.36
			ELECTION OFFICE SUPPLIES	61.28
			2 CAR WASH BRUSH W/ HANDLE, 1 SQUEEGEE	38.68
			FIRE HELMET CAMERA	274.95
			MEMORY MODULE	33.99
			IPHONE SCREEN PROTECTOR & CASE	29.98
			IPHONE CHARGER & CABLES	78.96
			IPHONE CHARGER & CABLES	42.97
			BLANK CD'S	14.98
			TABLET CASE	38.24
			IPHONE CASE & CHARGERS	141.92
				980.77
10/31/2019	55656	AMERICAN FIRE PROTECTION SERVICES	FIRE ALARM MONITOR OCTOBER - DECEMBER 20	153.00
10/31/2019	55657	AMERICAN STANDARD ROOFING LLC	1089 LARKMOOR BLVD.	75.00

10/31/2019	55658	APOLLO FIREAPPARATUS REPAIR	SCBA TEST / INSPEC.	1,475.50
10/31/2019	55659	APPLIED IMAGING	OFFICE EQUIPMENT	222.67
			DPW COPIES 9/11/19 - 10/10/19	42.13
				264.80
10/31/2019	55660	ARMADILLO	T-SHIRTS FOR FIRE OPEN HOUSE	2,335.50
10/31/2019	55661	AUDRIK, INC. DBA ROTO ROOTER	1145 WEST BLVD.	1,500.00
10/31/2019	55662	B T'S CONSTRUCTION, INC	4047 BACON AVE.	100.00
10/31/2019	55663	B-DRY SYSTEMS	27861 WOODWARD AVE.	100.00
10/31/2019	55664	BASIC	ADMINISTRATIVE FEE FOR OCTOBER 2019	80.00
10/31/2019	55665	BELL EQUIPMENT COMPANY	#22	226.20
			#22 SWEEPER	37.46
			#22	45.53
			#22	236.84
				546.03
10/31/2019	55666	BENCHMARK CONSTRUCTION AND RENOV.	2880 COOLIDGE HWY.	50.00
10/31/2019	55667	BIG D LOCK CITY	REPLACEMENT KEYS	6.00
			KEY	16.00
				22.00
10/31/2019	55668	BISON PLUMBING INC.	4013 OAKSHIRE AVE.	500.00
10/31/2019	55669	BLS PLUMBING SERVICES LLC	EQUIPMENT MAINTENANCE	800.00
10/31/2019	55670	BREANNA YOUNG	CONTRACTUAL SERVICES	1,186.50
10/31/2019	55671	BRETT WALTERS	RE-ISSUE CHECK #54047 - REFUND FOR BOATE	15.00
10/31/2019	55672	BRIGGS CONTRACTING	REPAIR OF VETERAN'S MEMORIAL	1,800.00
10/31/2019	55673	BRIXNSTONE LLC	1875 PRINCETON RD.	50.00
10/31/2019	55674	BRODART CO.	BLU-RAY CASES	100.37
10/31/2019	55675	CDW GOVERNMENT, INC.	TABLET POWER ADAPTERS	92.86
			ADOBE CREATIVE CLOUD SOFTWARE	704.07
				796.93
10/31/2019	55676	CINTAS CORPORATION	MED BOX RESTOCK	83.46
10/31/2019	55677	CITY OF BIRMINGHAM	SOCMA DINNER CO-HOSTING	499.50
10/31/2019	55678	CLARKS BUILDING LLC	2056 HARVARD RD.	100.00
10/31/2019	55679	CMV LANDSCAPE & EQUIPMENT COMPANY	WATER REPAIR	1,284.00
			(M) ROAD REPAIR - 3120 11 MILE RD.	2,256.00
			(M) ROAD REPAIR - 3448 11 MILE	2,081.00
			(M) ROAD REPAIR - 3280 11 MILE RD.	728.00
				6,349.00
10/31/2019	55680	CONCENTRA MEDICAL CENTERS	PHYSICAL - PRE-EMPLOYMENT (BERGE)	202.50
10/31/2019	55681	CONSUMERS ENERGY	2400 ROBINA - 09/11/19 - 10/09/19	129.18
			3322 COOLIDGE HWY. - 09/11/19 - 10/09/19	113.53
			3155 COOLIDGE HWY. - 09/11/19 - 10/09/19	114.03
			2395 12 MILE RD. - 09/11/19 - 10/09/19	194.48
			3300 BACON - 09/11/19 - 10/09/19	114.55
			3238 BACON - 09/11/19 - 10/09/19	23.76
				689.53
10/31/2019	55682	CONTRACTORS CLOTHING CO.	UNIFORMS	112.48
			UNIFORMS	52.67
			UNIFORMS	979.00
				1,144.15
10/31/2019	55683	CONTRACTORS CONNECTION	WATER	24.50
			WATER	1,350.00
			#54	177.00
				1,551.50
10/31/2019	55684	CORE & MAIN LP	WATER	685.80
10/31/2019	55685	CREGGER PLUMBING	1591 LARKMOOR BLVD.	500.00

10/31/2019	55686	D & T HOME IMPROVEMENT, LLC	2251 HARVARD RD.	75.00
10/31/2019	55687	DAVID & LISA BAKER	3618 PHILLIPS AVE.	100.00
10/31/2019	55688	DEALER AUTO PARTS SALES	P.S. GARAGE	485.50 32.32
				517.82
10/31/2019	55689	DEAN SELLERS FORD	PS PARTS	80.50
10/31/2019	55690	DEMCO	DVD CASES BOOKMARKS	138.56 110.05
				248.61
10/31/2019	55691	DR. NICOLE GUINOT VARTY	COLLEGE ESSAY WORKSHOP	280.00
10/31/2019	55692	DTE ENERGY	2261 ROBINA - 09/12/19 - 10/10/19 2400 ROBINA - 09/12/19 - 10/10/19 2100 BACON - 09/12/19 - 10/10/19 2099 OXFORD - 09/10/19 - 10/09/19 2395 12 MILE RD. - 09/12/19 - 10/10/19 3155 COOLIDGE HWY. - 09/12/19 - 10/10/19 3238 BACON - 09/12/19 - 10/10/19 3341 ROBINA - 09/12/19 - 10/10/19 2398 12 MILE RD. - 09/12/19 - 10/10/19	769.66 616.71 183.65 167.38 5,620.13 1,255.44 175.75 68.17 55.98
				8,912.87
10/31/2019	55693	DTE ENERGY	2400 ROBINA - 09/10/19 - 10/08/19	696.78
10/31/2019	55694	EARTHSPIRITS.NET, INCORPORATED	LIGHTS, CABLES, SIRENS FOR 5 POLICE BIKE	2,049.90
10/31/2019	55695	EGANIX	SEPTEMBER 2019 - GREASE CONTROL SEWERS	310.00
10/31/2019	55696	EJ USA, INC.	WATER WATER WATER WATER WATER	4,397.64 3,072.39 517.85 5,642.58 1,298.16
				14,928.62
10/31/2019	55697	ERICK W. ODETT	1861 OXFORD RD.	100.00
10/31/2019	55698	ERNEST SCALZI	1660 EATON	30.00
10/31/2019	55699	ESRI	ARC GIS LICENSE	8,949.45
10/31/2019	55700	ETNA SUPPLY	METERS METERS	4,050.00 10,170.00
				14,220.00
10/31/2019	55701	EVERDRY WATERPROOFING	4047 TYLER AVE.	100.00
10/31/2019	55702	EXTREME HOME IMPROVEMENT INC.	4141 GARDNER AVE.	50.00
10/31/2019	55703	EZELL SUPPLY CORPORATION	BAGS & WYPALLS MISC, SUPPLIES ALL DEPTS. (BAGS)	179.92 696.53
				876.45
10/31/2019	55704	FASTSIGNS OF BIRMINGHAM	2695 COOLIDGE HWY.	50.00
10/31/2019	55705	FIDELITY NATIONAL TITLE COMPANY LLC	UB refund for account: 030138000	11.50
10/31/2019	55706	FIRE DEFENSE EQUIPMENT COMPANY	BUILDING MAINTENANCE FIRE EXT. MAINT. DPW CO2 RECHARGE CO2 RECHARGE DPW DPW ANNUAL FIRE EXT. INSPECTION FIRE EXTINGUISHER RACKS	228.16 766.60 23.40 23.40 912.64 270.00
				2,224.20
10/31/2019	55707	FIRST AMERICAN TITLE	UB refund for account: 020519000	200.71
10/31/2019	55708	FOREMAN CONSTRUCTION CO.	1876 LARKMOOR BLVD.	50.00
10/31/2019	55709	FOUNDATION SYSTEMS OF MICHIGAN	3186 ROYAL AVE. 3984 GRIFFITH AVE.	50.00 50.00

				100.00
10/31/2019	55710	FREDRICK RHODES	SIDWELL #04-25-17-258-027	912.70
10/31/2019	55711	FS SIGNS	3427 TWELVE MILE RD.	50.00
10/31/2019	55712	GABRIEL ROEDER SMITH & COMPANY	GASB 74 75 WORK - 6-30-2019 FYE	10,000.00
10/31/2019	55713	GINASIS CONSTRUCTION AND DESIGN INC	RE-ISSUE CHECK #53387 - 2669 SUNNYKNOLL	100.00
10/31/2019	55714	GRANGER CONSTRUCTION CO.	1833 COOLIDGE HWY.	100.00
10/31/2019	55715	GREAT LAKES PEST CONTROL CO	PEST CONTROL - BUILDING MAINTENANCE	40.00
			PEST CONTROL	60.00
			BUILDING MAINTENANCE	40.00
			DPW PEST CONTROL 10/15/19	40.00
				180.00
10/31/2019	55716	GREAT LAKES WATER AUTHORITY	IWC SEPTEMBER 2019	3,004.82
10/31/2019	55717	GREGORY WATERS	1992 BUCKINGHAM RD.	50.00
10/31/2019	55718	GUNNERS METERS & PARTS INC.	WATER	270.00
			WATER	180.00
				450.00
10/31/2019	55719	HARTWELL CEMENT CO.	2019 CDBG SIDEWALKS - FINAL PAYMENT	8,071.52
10/31/2019	55720	HELPNET	FOR SERVICE OCT. 2019 - DEC. 2019	610.50
10/31/2019	55721	HERITAGE CHRISTIAN SCHOOL	CAMP CONTRACTUAL SERVICES	275.00
10/31/2019	55722	HOME DEPOT CREDIT SERVICES	WATER	297.00
10/31/2019	55723	HOME INSPECTION PLUS INC.	1881 BUCKINGHAM RD.	50.00
10/31/2019	55724	HUNT SIGN CO LTD	WATER SIGNS	760.00
			28105 WOODWARD AVE. 28151	50.00
			3369 ROBINA AVE.	50.00
			2945 COOLIDGE HWY.	50.00
				910.00
10/31/2019	55725	HYATT PLACE GRAND RAPIDS/DOWNTOWN	HOTEL FOR GRRCON CONFERENCE	432.76
10/31/2019	55726	IDEATION	2782 COOLIDGE HWY.	50.00
10/31/2019	55727	INNER CITY CONTRACTING LLC	BUILDING MAINTENANCE	93,745.40
10/31/2019	55728	ITALY AMERICAN CONSTRUCTION	1089 LARKMOOR BLVD.	50.00
10/31/2019	55729	J.H. HART URBAN FORESTRY	TREE TRIM, REMOVAL, LOGGING 10/07/19 - 1	6,057.00
			TREE TRIM, REMOVAL, STUMPING	13,412.75
				19,469.75
10/31/2019	55730	JAMES JAY NORTON	2239 CUMMINGS AVE.	75.00
10/31/2019	55731	JEFF TONG	REIMBURSEMENT FOR CLEAR BAGS	222.15
10/31/2019	55732	JONATHAN T. & KAREN L. COOK	1510 HARVARD RD.	75.00
10/31/2019	55733	JULIA APSEY	CONTRACTUAL SERVICES	211.40
10/31/2019	55734	KASHAT CONSTRUCTION	2540 BACON AVE.	1,500.00
10/31/2019	55735	KEN SHOWLER	2466 BACON AVE.	800.00
10/31/2019	55736	KIESLER'S POLICE SUPPLY, INC.	1 GLOCK 17MOS GEN5 PSTL WITH TRIJICON SI	526.75
10/31/2019	55737	KOPASETIC DECKS & MORE LLC	2928 ROBINA AVE.	100.00
			1404 EATON	30.00
				130.00
10/31/2019	55738	LARA WITHERSPOON	WATER REFUND - 3072 ELLWOOD AVE.	932.52
10/31/2019	55739	LAWRENCE D. PALMER	4053 CUMMINGS AVE.	50.00
10/31/2019	55740	M1 BEARS LACROSSE LLC	CONTRACTUAL SERVICES	630.00
			CONTRACTUAL SERVICES	700.00
				1,330.00
10/31/2019	55741	MALONEY TRUCKING	FILL SAND	500.00
			COLD PATCH / WATER / HAUL IN/OUT	6,192.38
				6,692.38
10/31/2019	55742	MARK & SHEILA ZOSS	3734 PRAIRIE AVE.	100.00
10/31/2019	55743	MATTHEW STEPHEN GIACALONE	2910 COLUMBIA	430.00
10/31/2019	55744	MCCOMB CONSTRUCTION CO INC	2088 CATALPA DR.	500.00
10/31/2019	55745	METRO DETROIT SIGNS	1865 COOLIDGE HWY.	50.00

10/31/2019	55746	MICH. RECREATION & PARK ASSOC.	PROFESSIONAL DEVELOPMENT	285.00
			PROFESSIONAL DEVELOPMENT	285.00
			PROFESSIONAL DEVELOPMENT	355.00
				925.00
10/31/2019	55747	MICHIGAN ASSOCIATION OF PLANNING	COMM. DEV. DIRECTOR POSTING	75.00
10/31/2019	55748	MICHIGAN BASEMENTS	3281 ELLWOOD AVE.	50.00
10/31/2019	55749	MICHIGAN CAT	#36 PARTS	34.31
			#36 PARTS	44.01
				78.32
10/31/2019	55750	MISDU	CHILD SUPPORT CASE NO. 913340822 - PR #2	82.99
			CHILD SUPPORT CASE NO. 913286400 - PR #2	128.05
			CHILD SUPPORT CASE NO. 913488854 - PR #2	64.14
				275.18
10/31/2019	55751	MJ GLYNN INC.	1609 HARVARD RD.	1,500.00
10/31/2019	55752	NATIONAL HOSE TESTING SPECIALITIES	LADDER TESTING - (2019)	677.00
10/31/2019	55753	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #22	7,683.88
			EMPL. DEDUCT. (ROTH) - PR #22	1,011.98
				8,695.86
10/31/2019	55754	NELSON BROTHERS PLUMBING & SEWER	PLUMBING - UNISEX BATHROOM	185.00
			1809 BACON AVE.	1,500.00
				1,685.00
10/31/2019	55755	NICHOLAS STAVROPOLULOS	SIDWELL #04-25-17-358-011	1,375.37
10/31/2019	55756	NICOLE SPENCER	ART SMART WORKSHOP	175.00
10/31/2019	55757	NIR SAAR	SIDWELL #04-25-17-303-006	1,393.32
10/31/2019	55758	NU PIPE	1900 GARDNER AVE.	500.00
10/31/2019	55759	NYE UNIFORM	3 L/S AND 2 S/S SHIRTS FOR HARMON	273.95
			2 CARGO PANTS, 2 L/S SHIRTS, 2 S/S SHIRT	530.44
				804.39
10/31/2019	55760	O'REILLY AUTOMOTIVE, INC.	EQUIPMENT SUPPLIES	11.57
			BATTERY JUMPBOX FOR VEHICLES	119.99
				131.56
10/31/2019	55761	OAKLAND COUNTY PARKS	SENIOR CONTRACTUAL	608.00
10/31/2019	55762	PARTSMASTER	PARTS	258.55
			PARTS MISC.	290.78
			TOOLS	13.86
			TOOL	48.71
			TOOLS	81.71
			TOOLS	48.71
				742.32
10/31/2019	55763	PERFORMANCE RESIDENTIAL REMODELING	2729 WAKEFIELD RD.	75.00
10/31/2019	55764	PHOENIX SAFETY OUTFITTERS	TURN OUT GEAR - HARMON / REPLACEMENT (10	4,119.96
10/31/2019	55765	PINE STATE ENTERPRISES	ORNAMENTS	806.08
10/31/2019	55766	PLACEMENT TENNIS	CONTRACTUAL SERVICES - TENNIS	2,181.20
10/31/2019	55767	PLANTE & MORAN, PLLC	JUNE 30, 2019 ANNUAL FINANCIAL REPORT	29,800.00
10/31/2019	55768	POWER HOME SOLAR LLC	2798 OAKSHIRE AVE.	100.00
10/31/2019	55769	PRINTING SYSTEMS	#10 WINDOW ENVELOPES - STATIONARY	812.16
10/31/2019	55770	PROTECTION 1 / ADT	10/27/19 - 11/26/19 DPW ALARM MONITORING	70.00
10/31/2019	55771	RAL LAWN & SHRUB CARE	LAWN SERVICE	62.30
10/31/2019	55772	REBECCA STOUT	MILEAGE REIMBURSEMENT	46.98
10/31/2019	55773	REFINED CONCRETE WATERPROOFING INC.	2882 CUMMINGS AVE.	75.00
10/31/2019	55774	RKA PETROLEUM COS, INC	#2 ULTRA LOW SULFUR DIESEL	1,266.23
			#2 ULTRA LOW DIESEL FUEL	1,268.24
				2,534.47

10/31/2019	55775	ROAD COMMISSION OF OAKLAND CO	COLD PATCH	751.25
			SEPTEMBER 2019 - SCATS & AUTOSCOPE	11.40
			SEPTEMBER 2019 TRAFFIC SIGNAL MAINT.	4,214.53
				4,977.18
10/31/2019	55776	ROYAL OAK AWNING	2790 TWELVE MILE RD.	50.00
10/31/2019	55777	RYAN & KATHERINE COCCIONE	1474 FRANKLIN	55.00
10/31/2019	55778	S & B LANDSCAPING	1882 EATON - SOD RESTORATION	100.00
10/31/2019	55779	S/E OAK.CTY RESOURCE REC. AUTH	SEPTEMBER 2019 PICKUPS	1,122.11
			TRASH, RECYCLE & PICKUPS 10/1/19 - 10/15	42,173.00
				43,295.11
10/31/2019	55780	SAMUEL ROHR	SIDWELL #04-25-17-305-026	1,498.46
10/31/2019	55781	SANDOVAL HOMES LLC	3612 PRAIRIE	800.00
10/31/2019	55782	SARAH ROLLINS	CONTRACTUAL SERVICES	154.00
10/31/2019	55783	SEHI COMPUTER PRODUCTS	OFFICE PC'S	6,650.00
			DB LAPTOPS	2,039.46
				8,689.46
10/31/2019	55784	SHOOTING TARGETS7 LLC	4 IPSC BULLSEYE TORSO 3/8"	363.49
10/31/2019	55785	SJR PAVEMENT REPAIR	SPRAY PATCH	6,063.29
			OVERBAND & CRACK SEAL	7,385.80
				13,449.09
10/31/2019	55786	SMOLYANOV HOME IMPROVEMENT	2017 HARVARD RD.	75.00
10/31/2019	55787	STATE WIRE & TERMINAL INC.	DPW PARTS	25.86
			PARTS DPW / PS / P&R	115.97
				141.83
10/31/2019	55788	SULLIVAN,WARD,ASHER,PATTON,PC	PROFESSIONAL SERVICES 06/01/19 - 08/31/1	405.00
10/31/2019	55789	SUTTON CONSTRUCTION INC.	1197 LARKMOOR BLVD.	100.00
10/31/2019	55790	T & K EXCAVATING LLC	3665 ROYAL AVE.	500.00
			3665 ROYAL AVE.	1,000.00
				1,500.00
10/31/2019	55791	THE HARTFORD	NOVEMBER 2019 PREMIUM FOR ACTIVES	1,848.36
			OCTOBER 2019 PREMIUM FOR RETIREES	123.20
			NOVEMBER 2019 PREMIUM FOR RETIREES	294.80
				2,266.36
10/31/2019	55792	THE LIBRARY NETWORK	BOOKS, PERIODICAL, AV MATERIALS	4,474.95
			ANNUAL DELIVERY CHARGES	2,796.00
			ITEM BARCODES & 5 BOOKS BOUND	165.45
			DATAMAILERS FOR 7/1/19 - 9/30/19	15.53
			SHARED AUTOMATION QUARTERLY CHARGES FOR	7,832.58
				15,284.51
10/31/2019	55793	THE PRINT STOP, INC	BUSINESS CARDS REPLENISH & NEW HIRES	200.00
			MOM'S NIGHT OUT FLIERS	130.00
			BROCHURES FOR GRANT APPS	50.00
				380.00
10/31/2019	55794	THERESA MCARLETON	PROGRAM SUPPLIES	42.54
10/31/2019	55795	TILLEY CONSTRUCTION INC.	3066 CATALPA DR.	800.00
10/31/2019	55796	TRUCK & TRAILER SPECIALTIES, INC.	#43 - PARTS	636.00
			#43 - PARTS	5,174.50
				5,810.50

A RESOLUTION
OF THE COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
HONORING EILEEN STEADMAN'S
SERVICE TO THE CITY OF BERKLEY

- Whereas,** Eileen was born in Dexter, Michigan and raised in Royal Oak, where she graduated from Dondero High School.
- Whereas,** Eileen received her bachelor's degree in Special Education from Western Michigan University and her master's degree in Learning and Behavior Disorders from Oakland University.
- Whereas,** Eileen and her family moved to the City of Berkley in 1976; and
- Whereas,** Eileen would go on to raise four daughters, Shannon, Jan, Kim and Sally, in Berkley with each of them graduating from Berkley High School; and
- Whereas,** Eileen dedicated her life to the teaching and enrichment of special needs children. From 1966 to 2006 she taught special education classes in the Royal Oak School District, first at the high school level, then middle school, then preschool; and
- Whereas,** Even after retiring, Eileen continued her passion through the administration of a parent-toddler program for children with mild to moderate delays. Under Eileen's direction, the parent-toddler program was named Best Program in the state by the Michigan Speech and Hearing Association; and
- Whereas,** Eileen's long civic career began in 1993 when she was appointed to the Planning Commission when then went on to be elected to City Council in 1997 and has been serving since 2019.
- Whereas,** Eileen went on to do so much more than merely sit on the City Council. In her long tenure on the City Council, she served as a liaison to the Zoning Board of Appeals, the Library Board, the Beautification Committee, and the Citizen Engagement Advisory Committee. Eileen also answered the call to serve whenever asked through various Ad Hoc committees.
- Whereas,** Even with all that she has accomplished, Eileen is still most proud of her time with the Berkley's Parent-Teacher Associations (PTA). She began her PTA career at Hamilton (now Rogers) Elementary where she became PTA President and went on to serve on the Berkley Area PTA Council where she was also elected President.

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

That the Council of the City of Berkley on behalf of all residents, recognizes the many contributions of Eileen Steadman and her service to the City of Berkley. As Eileen retires from the Berkley City Council, she does so as the longest serving member in the history of the City of Berkley. Eileen will always be remembered as a supporter of her favorite things about Berkley, its small-town atmosphere, walkability, great services, and the caring disposition of residents. Eileen's experience and insightfulness will be missed on the Berkley City Council, but she will no doubt continue to serve on various boards and commissions as she has always done for more than four decades.

Introduced and passed at a regular City Council meeting on Monday, November 18, 2019.

Daniel J. Terbrack, Mayor

Attest:

Victoria E. Mitchell, City Clerk

November 18, 2019 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the 2019-2020 Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Berkley.

The City will be reimbursed a total of \$10,897.60, which will be paid in two installments, (50%) \$5,448.80 due in December 2019 and (50%) \$5,448.80 due in March 2020.

Ayes:

Nays:

Justification:

1. The City of Berkley and the Road Commission for Oakland County have entered into this agreement for several years.
2. Berkley provides winter maintenance activities on 12 Mile Road between Greenfield and Woodward (County jurisdiction). Specific activities include snow plowing and ice control (placement of rock salt).
3. Because our service area is smaller, the Berkley DPW has been able to provide a higher level of service than that which could be provided by the Road Commission for Oakland County.

SEASON	PERCENTAGE CHANGE	TOTAL REIMBURSEMENT
2019-2020	+2.5%	\$10,897.60
2018-2019	+2%	\$10,631.81
2017-2018	+2%	\$10,423.34
2016-2017	+2%	\$10,218.96
2015-2016	+2%	\$10,018.59
2014-2015	+8%	\$9,836.42
2013-2014	0%	\$9,107.80
2012-2013	0%	\$9,107.80
2011-2012	0%	\$9,107.80
2010-2011	0%	\$9,107.80

I, Victoria Mitchell, being duly appointed City Clerk of the City of Berkley; hereby certify that this is a true and correct copy of **Motion No. M-88-19**, which was approved by the Berkley City Council at its regular meeting, held on **Monday, November 18, 2019**.


Victoria Mitchell, City Clerk

CITY OF BERKLEY

TRANSMITTAL MEMO

Date: October 29, 2019

To: Matthew Baumgarten, City Manager

From: Derrick Schueller, Public Works Director 

Subject: 2019-2020 Winter Maintenance Agreement with RCOC
12 Mile Road (Greenfield to Woodward)

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

RCOC currently reimburses the City based upon the following formula:

$\$6,811.00 \text{ per mile (four to five lane roadway)} \times 1.6 \text{ miles} = \$10,897.60$

The \$10,897.60 amount represents a 2.5% increase over the 2018-2019 reimbursement. RCOC will pay the City in two installments, 50% in December 2019 (\$5,448.80) and 50% in March 2020 (\$5,448.80).

Even though the reimbursement does not cover 100% of our costs, the City of Berkley is able to provide a higher level of service to our residents and business owners.

Please find attached a copy of the RCOC cover memo and agreement for your consideration. As part of the agreement, proof of liability insurance for City personnel/equipment working on County roads and membership in the Michigan Municipal Workers Compensation Fund will be provided to the Road Commission.

Attachments

DLS

J:\RCOC\Winter Maintenance\2019-2020\Council\2019-2020 RCOC Winter Maintenance Agreement Cover Memo 10-29-19.doc



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

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Gregory C. Jamian
Commissioner

Andrea LaLonde
Commissioner

Dennis G. Kolar, P.E.
Managing Director

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

Highway Maintenance
Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

August 12, 2019

Mr. Derrick Schueller
Director of Public Works
City of Berkley
3338 Coolidge Hwy
Berkley, Michigan 48072

RE: 2019-2020 Winter Maintenance Agreement

Dear Mr. Schueller:

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

This 2019-2020 agreement has an increase of 2.5%, which increases the amount from \$10,631.81 to \$10,897.60.

If this agreement is satisfactory, please return the two-signed copies and the resolution of approval by your City Council. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

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

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

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

Sincerely,

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

/dr

Attachment

2019-2020 WINTER MAINTENANCE AGREEMENT
CITY OF BERKLEY

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement ("Agreement") is made this ____ day of _____, 2019, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the "Board," and the City of Berkley, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

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

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

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

I

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

II

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

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$10,897.60, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December 2019
50% in March 2020

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

IV

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

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

V

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

VI

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

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

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

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

The terms and conditions of this Agreement shall become effective on October 1, 2019, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2020, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

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

Witnesses:

CITY OF BERKLEY
A Municipal Corporation

_____ By: _____

Its: _____

_____ By: _____

Its: _____

Witnesses:

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

_____ By: _____

Its: _____

_____ By: _____

Its: _____

WINTER MAINTENANCE
2019-2020

CITY OF BERKLEY

EXHIBIT A

Twelve Mile Road

Between Greenfield Road to Woodward Avenue

<u>Miles</u>	<u>Cost Per Mile</u>		
1.60	\$6,811.00	\$	10,897.60

FOUR OR FIVE LANES

(\$6,514.59 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>		
1.60	\$6,811.00	\$	10,897.60

Total Miles

1.60

TOTAL	\$	10,897.60
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50% in December 2019	\$	5,448.80
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50% in March, 2020	\$	5,448.80
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	\$	10,897.60
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2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

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

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

- c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's General Liability Insurance.
- e. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30-day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

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

November 18, 2019 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to appoint the Community Engagement Officer, Torri Mathes, as the City of Berkley's representative to the Community Media Network Public Access TV (CMNtv) Board of Trustees for the fiscal year beginning July 1, 2019; and to instruct the City Clerk to send a copy of this motion to the CMNtv Board.

Ayes:

Nays:

I, Victoria Mitchell, being duly appointed City Clerk of the City of Berkley; hereby certify that this is a true and correct copy of **Motion No. M-89-19**, which was approved by the Berkley City Council at its regular meeting held on **Monday, November 18, 2019**.

Victoria Mitchell, City Clerk

AN
ORDINANCE
of the City Council of the City of Berkley, Michigan to Amend Article XII, Residential
Grading & Drainage Standards, to Chapter 26, Buildings and Building Regulations, of the
City of Berkley Code of Ordinances to Establish Standards for Residential Grading and
Drainage and to Prescribe a Penalty for Violations.

**THE CITY OF BERKLEY
ORDAINS:**

SECTION 1: Article XII of Chapter 26 of the Berkley City Code shall be amended, as follows:

ARTICLE XII. – RESIDENTIAL GRADING & DRAINAGE STANDARDS

Sec. 26-334. Purpose.

The purpose of this article is to establish standards for residential grading and drainage.

Sec. 26-335. Residential Grading & Drainage

In accordance with *Michigan Residential Code* standards, grading, as it relates to residential structures, shall be so developed as to drain storm and surface water away from residential dwellings to an approved place of discharge. ~~All new buildings and structures shall be constructed at the elevation of the average grade unless otherwise approved by the building official.~~ New grades shall not be established that would permit an increase in the runoff of surface water onto adjacent properties. The existing or natural drainage of lands shall not be altered so as to obstruct, impede, accelerate, channel, or concentrate the flow of storm or surface water onto or from the lands of another so as to cause damage thereto or create a nuisance thereon.

Sec. 26-336. Grading Plan.

(a) *Required.* Prior to the issuance of a ~~building~~ permit for any residential principal building or accessory structures, other than for remodeling, ~~or~~ work within an existing structure not affecting the land outside of the structure, or unless otherwise exempted herein, and prior to any grading or other land improvement, ~~which might or will alter or change drainage or result in or contribute to soil erosion or sedimentation,~~ the owner, building contractor and/or landscape contractor shall submit file a grading plan towith the Building Department.

The grading plan shall be signed and sealed ~~and prepared~~ by a licensed engineer, surveyor, or architect and shall be reviewed by the Building Official and/or City Engineer to ensure that the proposed structure and any proposed grading changes shall not negatively impact adjacent property owners.

(b) *Contents.* The grading plan shall depict one half ~~one~~-foot ~~or less~~ contours of the area, shall be on a scale of at least one inch equals 10400 feet and shall show all property and structures within 25400 feet of the property for which the permit is being sought. Specifically, the plan shall include the following:

1. ~~A topographic survey indicating, existing grades, proposed finished grades, Existing grade and elevations at each lot corner and grade change points.~~

2. Finish grade and finish floor elevations for first floor, garage and basement. Provide finish grade elevation of adjacent houses. Grading plan must also indicate if the adjacent lot is vacant.

~~grades of all buildings and structures-~~

3. 2. The location and elevations of all utilities, including manholes on or within 25400 feet of the property;

4. 3. Drainage arrows of subject property showing the flow of stormwater runoff to be directed to approved discharge areas, including, but not limited to, location of pop-ups, French drain, sump pump, or connection to existing storm/sewer system. Connections to existing storm/sewer system will require additional review by Department of Public Works. Slope, type of construction and

5. -Location of existing and proposed sidewalk and driveways, including slope of driveway to the street. All sidewalks and driveways shall be compliant with the Americans With Disabilities Act-;

6. Provide temporary and permanent soil erosion and sedimentation control, including, but not limited to, silt fencing, catch basin inserts in the street adjacent to the subject property, etc;

7. Roof downspouts are not permitted to discharge directly into the combined storm sewer system and must be directed onto grass, landscape, or other green space area to prevent ponding of water on the property or from being directed towards adjacent properties;

8. Existing sewer lead shall be properly abandoned and proposed sewer lead must include a new connection, as approved by the Department of Public Works;

9. Location of existing trees within right-of-way;

10. Confirmation that a Design MISS DIG ticket has been requested and processed by noting the ticket number on the plan.

~~4. Provision for temporary and permanent soil erosion and sedimentation control in accordance with, but not necessarily limited to, the minimum control measures required in the soil erosion and sedimentation control standards and specifications developed by the county;~~

~~5. A calculation that estimates the annual amount of rainwater and frequency of runoff for the existing structure or vacant parcel. Estimates shall be based upon on local soil conditions, land cover, and historic rainfall records;~~

~~6. A calculation that estimates the annual amount of rainwater and frequency of runoff for the new construction. Estimates shall be based upon local soil conditions, land cover, and historic rainfall records; and~~

~~7. Detailed plan indicating how any additional water flow will be managed.~~

(c) *As Builts.* ~~Sealed~~ “As Built” drawings, signed and sealed by a licensed engineer, surveyor or architect must be submitted to the Building Department at the completion of construction, prior to landscaping. ~~No Certificate of Occupancy or temporary Certificate of Occupancy shall be issued without City approved “As Built” drawings. A final certificate of occupancy shall not be issued until the “As Builts” have been reviewed and approved by the Building Official and/or City Engineer. A temporary certificate of occupancy may be issued, if determined appropriate, by the Building Official upon the posting by the permit holder or his authorized agent, of a cash bond in the sum of \$1,000.00, said to be released upon approval of “As Built” drawings and issuance of final certificate of occupancy.~~

Temporary certificates of occupancy shall expire six (6) months after issuance.

~~(d) Certification. The plan shall be prepared and signed or sealed by a registered civil engineer, architect or land surveyor.~~

(d) Accessory Structures.

1. Attached Structures, including additions, that do not exceed 300 sq. ft. will not require a grading plan, provided that:

a. The elevation of the proposed structure shall match the elevation of the existing structure;

b. There shall be no change in grade;

c. The property owner must provide a signed agreement, provided by the Building Department that the proposed attached structure shall not alter the existing grade nor will cause stormwater runoff to adjacent properties.

2. Attached Structures, including additions, that exceed 300 sq. ft. shall require a grading plan with the building permit, as noted in subsection (a) and (b) above.

3. Detached Structures.

a. Detached structures that will replace existing structures and/or additions to detached structures that will not increase existing footprint by more than 50 percent will not require a grading plan, provided that:

i. The elevation of the proposed detached structure shall match the elevation of the existing structure;

ii. There shall be no change in grade;

iii. The property owner must provide a signed agreement, provided by the Building Department that the proposed detached structure shall not alter the existing grade nor will cause stormwater runoff to adjacent properties.

b. Detached structures that will replace existing structures that will alter the final grade and increase elevation of the structure will not require a grading plan, subject to the following conditions:

i. The property owner shall demonstrate that the change in grade and elevation will alleviate an existing flooding or drainage problem on site;

ii. The property owner must sign agreement, provided by the Building Department, that alternate grade and/or elevation will not negatively impact the adjacent property owners nor will the alternate grade and/or elevation contribute to or increase stormwater runoff;

iii. The property owner must install stormwater management relief, such as French drain, pop-up, or other devices that will address and remedy the existing flooding or drainage issue on site. Stormwater management must be noted on the site plan and will be inspected by the Building Inspector and Department of Public Works.

If the above conditions are not met or provided by applicant, a grading plan conforming to requirements specified in subsection (a) and (b) above shall be required.

c. Construction for new detached structures or those proposed to exceed the footprint of the existing structure by more than 50 percent will require a

grading plan to conform to requirements specified in subsection (a) and (b) above, as applicable. The grading plans shall be reviewed by Building Official and/or Community Development Director. Additional reviews may be required by City Engineer.

(e) *Swimming Pools.*

In ground swimming pools and permanent above ground pools that will alter the grade of the property must submit a grading plan with the building permit and must adhere to all grading and stormwater management requirements, as noted in subsection (a) and (b) above.

Temporary, seasonal above ground swimming pools shall not be required to submit a grading plan, provided that the property owner provide a signed agreement, provided by the Building Department, that the proposed temporary, seasonal above ground swimming pool shall not alter the existing grade not will cause stormwater runoff to adjacent properties.

(f) *Small Projects-Exceptions* No grading plan shall be required for landscaping, farming, gardening, or other similar land improvements of a minor nature, measured less than one (1) ft. in height from grade, that do not materially affect, alter, or disrupt drainage, or cause soil erosion or sedimentation, in violation of this Article. Any landscaping, farming, gardening or other similar land improvements that exceed one (1) ft. in height from grade may be reviewed by the Building Official to determine if a formal review is required.~~The Building Department may request and review an informal plan to determine whether a more detailed grading plan under subsections (a) and (b), above, if necessary.~~

Sec. 26-337. Violations

Violations of this article shall be ~~municipal civil infractions~~~~is deemed~~ and will also be considered to be a Nuisance that the City may abate in accordance with the abatement procedures in Chapter 78 Nuisances.

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 October 21, 2019,

Adopted on the Second Reading at the Regular City Council Meeting on **November 18, 2019**

Daniel J. Terbrack, Mayor

Attest:

Victoria E. Mitchell, City Clerk

November 18, 2019 Council Meeting

Moved by _____ and seconded by _____ to appoint
_____ to serve as Mayor Pro Tem from November 2019 until November
2021.

Ayes:

Nays:

A RESOLUTION
Of the Council of the City of Berkley, Michigan
Adopting the Community Development Block Grant
Program Application for the 2020 – 2021 Fiscal Year

WHEREAS, under the Housing and Urban – Rural Recover Act of 1983, as amended, the City of Berkley is eligible to receive Federal Community Block Grant funds for certain expenditures in cooperation with the United States Department of Housing and Urban Development, through the County of Oakland; and

WHEREAS, the Berkley City Council has determined to establish a one-year plan of activities based upon the City's demonstrated needs and desires of the Community; and

WHEREAS, the City of Berkley has demonstrated its intent to minimize displacement, affirmatively further fair housing and provide for citizen opportunity in the development of the 2020 – 2021 CBDG Grant proposal through the public hearing process; and

WHEREAS, the City of Berkley herein recommends the following activities that have been proven to enhance the living environment of low and moderate income families, senior citizens and handicapped populations, as well as the entire community pursuant to the Statutory Objectives in the Housing and Community Development Act of 1974 (Pub. L. 93-383), by the Housing and Community Development Act of 1980 (Pub. L 96-399), and the Housing and Community Development Amendments of 1981 (Pub. L 97-355); and

WHEREAS, the County of Oakland has estimated that the City of Berkley will receive \$36,290 in CDBG funding for the 2020-2021 federal fiscal year; and

WHEREAS, it is the intent of this Council to submit a proposal of program priorities for the use of these proposed federal CDBG funds for the 2020 – 2021 federal fiscal year;

Activity Number	Activity Description	Amount
172170-731619	Remove Architectural Barriers	\$25,403
172160-732170	Public Services (Yard Services)	\$3,887
172160-730535	Public Services (Disabled Services)	\$3,500
172160-730137-40620	Public Services (Battered and Abused Spouses)	\$3,500
<u>TOTAL</u>		<u>\$36,290</u>

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

SECTION 1: That the following proposal of program priorities and corresponding funding levels be submitted the City of Berkley 2020 – 2021 CDBG Fiscal Year Application;

SECTION 2: That the City Manager be authorized and directed to prepare and submit the 2020 – 2021 Community Development Block Grant Program Application to the County of Oakland for the City of Berkley.

Introduced and Passed at a Regular Meeting of the Berkley City Council on Monday, November 18, 2019.

Daniel J. Terbrack, Mayor

Attest:

Victoria Mitchell, City Clerk

AN ORDINANCE

of the City Council of the City of Berkley, Michigan
to Add New Article XIV, Prohibition of Conversion Therapy, to Chapter 30, Businesses,
of the City of Berkley Code of Ordinances and to Prescribe a Penalty for Violations

THE CITY OF BERKLEY ORDAINS:

SECTION 1: New Article XIV shall be added to Chapter 30 of the Berkley City Code, as follows:

ARTICLE XIV. – PROHIBITION OF CONVERSION THERAPY

Sec. 30-800. – Preamble.

- (a) Being lesbian, gay, bisexual, transgender, or queer or questioning (LGBTQ) is not a disease, disorder, illness, deficiency, or shortcoming; and
- (b) There is a long history of discrimination against LGBTQ people in this country and state under which LGBTQ people have been subjected to violence and threats of violence, denied services of businesses, prevented from obtaining housing, forced from their homes, fired from their jobs, and denied job opportunities; and
- (c) Portrayals of LGBTQ adults and youth as mentally ill, abnormal, or disordered due to their sexual orientation or gender identity are untrue and dehumanizing; and
- (d) It is now generally accepted in the medical and mental health professions, and elsewhere, that LGBTQ status is not abnormal or disordered, but instead a normal and positive variation of humanity; and
- (e) Research studies and other available evidence show that conversion therapy or other treatment practices that attempt to change a young person's sexual orientation or gender identity pose a significant risk of serious emotional and physical harm to youth who undergo them, such as anxiety, depression, hopelessness, social withdrawal, illegal drug use, and suicide; and
- (f) LGBTQ youth in particular experience the harmful effects of stigma and discrimination when they are forced or coerced into undergoing "conversion," "reparative," or "reorientation" therapy because as minors they cannot effectively refuse or prevent conversion therapy wanted by parents or other authorities; and
- (g) The city has a compelling interest in protecting the physical and psychological well-being of LGBTQ minors by protecting them from conversion therapy in the city and limiting the risk of harm caused by exposure to conversion therapy.

Sec. 30-801. – Findings.

Medical, mental health, and child welfare experts have denounced conversion therapy as ineffective, unreliable, and unsafe for people, including LGBTQ minors, who undergo such treatment. Conversion therapies are based on the discredited premise that being LGBTQ is a mental disorder that can be cured or corrected. LGBTQ people should be free from ineffective conversion treatments that harm mental health and wellbeing. Due to the serious and dangerous harm caused to minors subjected to conversion therapy, the city finds and declares that a compelling interest exists in protecting the health and psychological well-being of minors by protecting them, including LGBTQ minors, from conversion therapy in the city and by limiting the risk of serious harm to LGBTQ minors caused by exposure to conversion therapy.

Sec. 30-802. – Purpose.

This article is an exercise of police power of the city for the public health, safety and welfare, and its provisions shall be liberally construed to accomplish that purpose. The purpose of this article is to protect the health and well-being of LGBTQ minors from being exposed to the harm caused by conversion therapy.

Sec. 30-803. – Definitions.

The following words and terms when used in this article shall have the following meanings:

City manager means the City Manager for the City of Berkley or his/her designee.

Conversation therapy means any practice or treatment that seeks to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings towards individuals of the same gender. Conversion therapy shall not include counseling that provides support and assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, and identity exploration and development, including sexual orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change sexual orientation or gender identity.

Gender expression means a person's expression of gender identity through appearance and behavior, including how an individual believes that he or she is perceived by others.

Gender identity means a person's sense of oneself as a man, woman, or something else. When a person's gender identity or gender expression and sex assigned at birth are not congruent, the individual may identify along the transgender spectrum.

Licensed mental health professional means licensed mental health counselors, mental health counselor associates, marriage and family therapists, marriage and family therapist associates, social workers, social worker associates, psychiatrists, psychologists, psychotherapists, and certified chemical dependency professionals counselors, interns, or trainees.

Minor means any person under 18 years of age.

Sexual orientation means a component of identity that includes a person's sexual and emotional attraction to another person and the behavior and/or social affiliation that may result from this interaction. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities. Individuals may identify as lesbian, gay, heterosexual, bisexual, queer, pansexual, or asexual, among others.

Sec. 30-804. – Prohibited practices.

- (a) It shall be unlawful for a licensed mental health professional to provide conversion therapy to a minor, regardless of whether the licensed mental health professional receives compensation in exchange for such services or not.
- (b) Notwithstanding subsection (a), above, this Article does not prohibit licensed mental health providers from engaging in expressive speech or religious counseling with minors if the licensed mental health professional: (i) Is the parent, family member, or legal guardian of the minor; (ii) Is acting in his/her pastoral or religious capacity as a member of the clergy or as a religious counselor; or (iii) Does not hold himself/herself out as operating pursuant to his/her professional license when so acting in his/her parental, familial, pastoral or religious capacity.

Sec. 30-805. – Powers and duties.

The city manager or his/her designee are authorized to:

- (1) Perform all tasks and responsibilities necessary and proper to enforce and carry out the provisions and purposes of this article.
- (2) Receive, investigate, and make determinations on complaints of violations of this article.
- (3) Enforce such rules and regulations as he/she deems necessary and proper for the administration and enforcement of this article.

Sec. 30-806. – Enforcement.

- (a) Complaints. Complaints of violations may be filed with the city manager containing the following information and any additional information the city manager may prescribe by rules and regulations:
 - (1) The name and address of the licensed mental health professional responsible for the violation;
 - (2) The date and approximate time of the violation;
 - (3) The address or location where the violation was observed;

- (4) A statement setting forth the facts supporting the charge of violation;
 - (5) The name and address of the person reporting the violation, as well as the name and address of the involved minor; and
 - (6) The declaration that the information on the complaint of violation is accurate and truthful made under penalty of perjury.
- (b) Incomplete complaints. The city manager shall review each complaint for completeness. If the city manager deems any complaint filed under this section to be incomplete, the city manager shall accept such complaint on a conditional basis and shall notify the complaining party by mail, telephone, or email with respect to any deficiencies found. If the deficiencies are not corrected within the timeframe reasonably established by the city manager, the city manager will dismiss the complaint and not send any notice to the respondent provider.
- (c) Investigation and notices. If the city manager deems a complaint to be complete, the city manager shall investigate the violations alleged and issue:
- (1) Advisory letter. After the city manager has completed the investigation, the city manager may, as the city manager deems appropriate, issue an advisory letter notifying the licensed mental health professional that provision of conversion therapy is prohibited and immediate compliance is required, and explaining that the violation is a municipal civil infraction subject to the penalties stated in this article; or
 - (2) Municipal Civil Infraction. If the city manager determines that the licensed mental health professional has violated this article, the city manager may authorize the issuance of a municipal civil infraction citation. For purposes of this article, the city manager is deemed to be an "authorized city official" for purposes of issuing municipal civil infraction citations under this article and in accordance with Berkley City Code Chapter 82, Article IX. A violation of this article shall be a municipal civil infraction punishable by a civil fine in an amount up to \$500.00 per offense.

Sec. 30-807. – Confidentiality; records.

Except in accordance with a judicial order or as otherwise provided by law, the city manager, and those working under the city manager's supervision, shall not divulge the name, address, or other identifying information of the person reporting the violation or the involved minor. Notwithstanding anything to the contrary, any authorized agent of the city has the right to access and the right to examine any pertinent records collected under this article. Complaints, completed forms, responses, and other documentation furnished to or prepared by the city shall be preserved in accordance with the city's record retention policy.

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: Effective Date

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

SECTION 4: 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.

Dan Terbrack
Mayor

Attest: _____
Victoria Mitchell
City Clerk

November 18, 2019 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the Special Land Use Approval (SU-01-19), to KinderCare – Child Care Facility in Office District – who is proposing to occupy a portion of the first floor of the existing office building at 1695 Twelve Mile Rd, at the southwest corner of Twelve Mile and Brookline.

Ayes:

Nays:

I, Victoria Mitchell, being duly appointed City Clerk of the City of Berkley; hereby certify that this is a true and correct copy of **Motion No. M-91-19**, which was approved by the Berkley City Council at its regular meeting held on **Monday, November 18, 2019**.

Victoria Mitchell, City Clerk



Community Development
3338 Coolidge Hwy
Berkley, MI 48072
(248) 658-3320

MEMORANDUM

To: Berkley City Council
From: Erin Schlutow, Community Development Director
Subject: **SU-01-19; 1695 Twelve Mile Rd – Child Care Facility in Office District**
Date: November 11, 2019

Dear City Council:

The applicant, EIG14T LLC, is proposing to occupy a portion of the first floor of the existing office building at 1695 Twelve Mile Rd, at the southwest corner of Twelve Mile and Brookline. The proposed use is KinderCare, a child care facility which will provide daytime care for up to 124 children, ranging in ages from infants to pre-kindergarten. The subject site is zoned Office District. Daycare facilities are permitted as special land uses in the Office District. The special land use application pertains only to the child care facility.

KinderCare is proposing to redevelop the first floor of the existing building to include an entrance lobby, office area and staff rooms, a gymnasium, laundry facilities, a warming pantry, three infant rooms, three toddler rooms, two discovery preschool rooms, one preschool room, and one pre-kindergarten room.

KinderCare is also proposing to develop a fenced and gated outdoor play area, to be located to the south of the existing structure. The outdoor area will be separated into three play areas designated by age group and will include shade structures and playscapes appropriate for each age group. The outdoor play area and the occupancy levels for each room are mandated by the State of Michigan and KinderCare will adhere to those requirements.

The proposed redevelopment of the existing structure includes renovation of the first floor to accommodate KinderCare and general office. The remaining first floor area is proposed to be occupied by EIGH14T Development Office, a principal permitted use in the Office District, and the entire second floor will remain medical office, also a principal permitted use in the Office District.

Review Procedures



The proposed daycare facility is a special land use in the Office District and must be reviewed in accordance with the applicable procedures for Special Land Uses in Division 6 of Article VI in the Berkley Zoning Ordinance.

The Planning Commission held a public hearing at the October 22, 2019 meeting. One resident had concerns whether the daycare facility was an appropriate use with existing medical offices in the same building and in a high traffic area such as near Woodward Ave. The medical offices are located entirely on the second floor of the existing building and are exclusively for out-patient care. Additionally, close proximity to Woodward Ave can be beneficial to parents in charge of morning drop off and afternoon pick up. The Planning Commission unanimously recommended approval of the special land use to City Council. The City Council has the authority to grant final approval on the special land use.

The Planning Commission also reviewed and approved the site plan for the day care facility at 1695 Twelve Mile Rd, conditional upon special land use approval from the City Council and minor site improvements that will be reviewed and approved administratively.

Special Land Use Review

The five (5) standards for granting special land use approval are set forth in Section 138-653 of the Zoning Ordinance. We have reviewed the proposal for KinderCare with respect to these standards and offer the following findings:

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

The proposed use will occupy an existing structure on Twelve Mile Rd. The facility was used exclusively for medical offices, but the new owner has proposed using approximately 9,500 sq. ft. as a child care facility. The proposed child care facility will service the need of the community by providing a valuable service to residents and adjacent communities.

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

The proposed use is a valuable and needed service in the community. Currently, there is one (1) child care facility and five (5) in home day care facilities located within the City of Berkley. Several facilities and in home care centers both in the City and in surrounding communities have reported significant waiting lists, projecting to June 2020.

The proposed location on Twelve Mile Rd near Woodward Ave would conveniently serve the public in their need for child care in close proximity to work and home.

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

The proposed use is located in the Office District, adjacent to other similar office uses, restaurants, and single family housing. The proposed use is compatible with adjacent land uses and will not pose a safety or hazard to existing businesses or property owners. The location of the



BERKLEY
where you want to be

child care facility near Twelve Mile and Woodward will provide ease of access to parents during morning drop-off and afternoon pick-up.

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

The proposed child care facility will not have a negative impact on the public health, safety and welfare of the community.

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

The proposed use will occupy an existing building located on Twelve Mile Rd. The applicant has proposed minor site improvements that will include the relocation of the dumpster and outdoor play area. The proposed use will not cause injury to other property in the neighborhood. The existing brick wall, located on the south property line of the subject site, separates the property from adjacent single family residential properties. The 6 ft. brick wall will remain intact as a use and noise buffer between the properties. The applicant has noted that there are no plans to remove such barrier and will make improvements, as needed.

Summary and Recommendation

Based on the characteristics of the community and the growing need for daytime child care, a child care facility would be a welcome addition to the City of Berkley. We believe the re-occupancy of 1695 Twelve Mile Rd with a day care facility is appropriate in scope for the area, and meets the standards of special land use review.

Therefore, we recommend the approval of the special land use request at 1695 Twelve Mile Rd for the day care facility.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin Schlutow".

Erin Schlutow
Community Development Director

cc: Matthew Baumgarten, City Manager
Victoria Mitchell, City Clerk
John Staran, City Attorney



BERKLEY
where you want to be

Derrick Schueller, DPW Director
Pete Kelly, Fire Marshal
Matt Koehn, DPS Director/Chief
Mark Kellenberger, mark@814cre.com

Kinder Care Child Care Facility
Berkley,
Oakland County, MI
CONSTRUCTION PACKAGE
Prepared For
814 Berkley LLC

OWNER

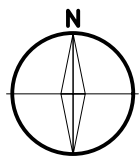
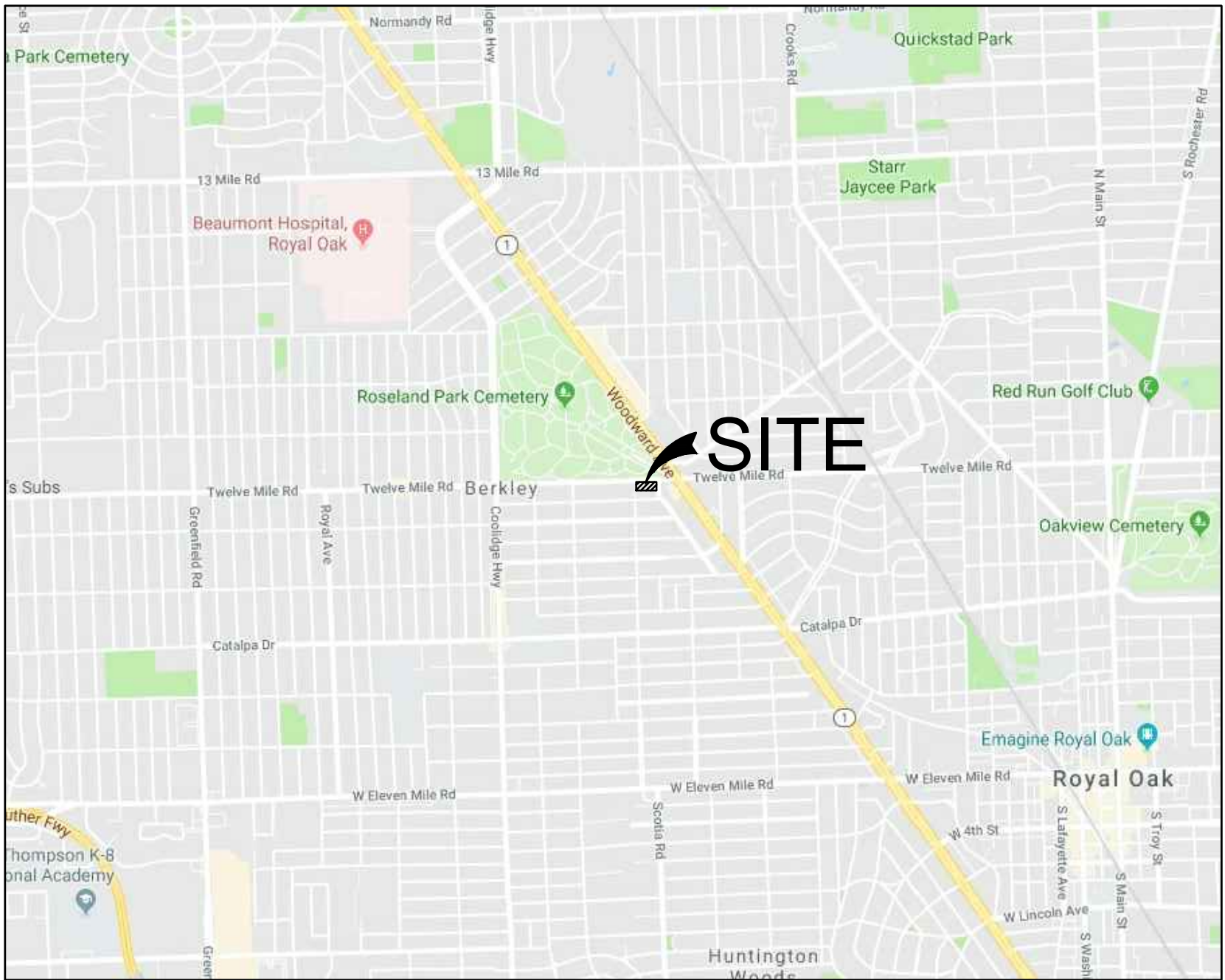
814 BERKLEY LLC
3221 W. Big Beaver Rd.
Ste. 111
Troy, Michigan 48084

Contact: Reed Fenton
phone: 248-817-1522

CIVIL ENGINEER

Orman Engineering, LLC
5476 Vivian Lane
Waterford, MI 48327
Phone (248) 682-6001
Email: alex@ormanengineering.com

Contact: Mr. Alexander Orman, P.E.



Location Map
N.T.S.

SHEET INDEX

NO.	SHEET NAME
SP-1	COVER SHEET
SP-2	OVERALL PLAN
SP-3	SITE PLAN
SP-4	DETAIL SHEET

ISSUANCE DATE:

DATE 09-19-2019 REVISION OR SUBMITTAL
SUBMITTAL FOR SITE PLAN REVIEW

LEGAL DESCRIPTION

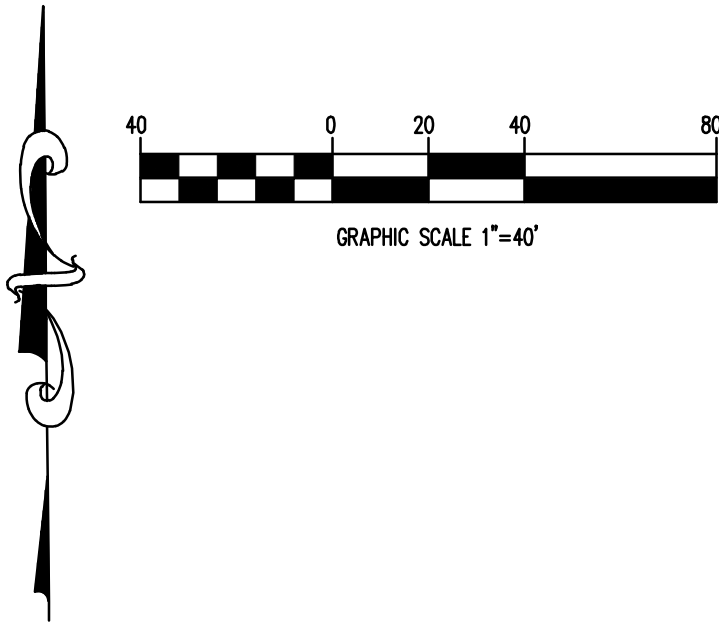
PARCEL #1
TAX ID# 25-17-127-001
T1N, R11E, SECTION 17 STEPHENSON-BARBERS ROSELAND SUBDIVISION LOTS 6 TO 19 INCLUDING & VACATED ALLEY ADJACENT THERETO, ALSO VACATED WEST 20.00 FT OF BROOKLINE BLVD ADJACENT TO SAID LOT 6, ALSO 1/2 OF VACATED MORTENSON BLVD ADJACENT TO SAID LOT 19.

PARCEL #2
TAX ID# 25-17-126-004
T1N, R11E, SECTION 17 STEPHENSON-BARBERS ROSELAND SUBDIVISION LOTS 20 TO 31 INCLUDING, ALSO VACATED ALLEY ADJACENT TO SAME, ALSO 1/2 VACATED MORTENSON BLVD ADJACENT TO LOT 20.



Civil Engineers • Land Planning
Land Surveying

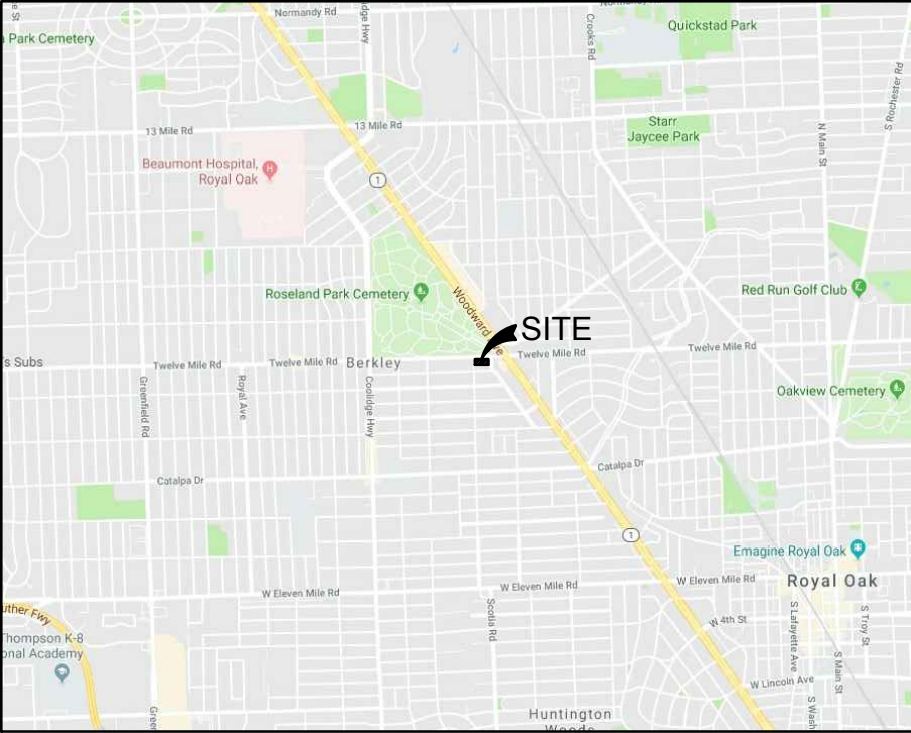
Orman Engineering, LLC
5476 Vivian Lane
Waterford, MI 48327
Phone: 248.682.6001
Email: alex@ormanengineering.com



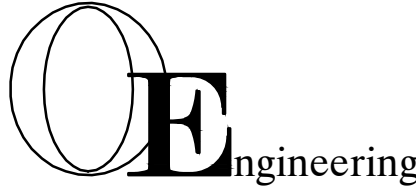
LEGAL DESCRIPTION:

PARCEL #1
TAX ID# 25-17-127-001
T1N, R11E, SECTION 17 STEPHENSON-BARBERS ROSELAND SUBDIVISION LOTS 6 TO 19 INCLUDING & VACATED ALLEY
ADJACENT THERETO, ALSO VACATED WEST 20.00 FT OF BROOKLINE BLVD ADJACENT TO SAID LOT 6, ALSO 1/2 OF
VACATED MORTENSON BLVD ADJACENT TO SAID LOT 19.

PARCEL #2
TAX ID# 25-17-126-004
T1N, R11E, SECTION 17 STEPHENSON-BARBERS ROSELAND SUBDIVISION LOTS 20 TO 31 INCLUDING, ALSO VACATED
ALLEY ADJACENT TO SAME, ALSO 1/2 VACATED MORTENSON BLVD ADJACENT TO LOT 20.



LOCATION MAP
N.T.S.



Orman Engineering, LLC
5476 Vivian Lane
Waterford, MI 48327
phone: 248.682.6001
email: alex@ormanengineering.com

PROJECT
Kinder Care Child Facility

CLIENT
814 BERKLEY LLC
3221 W. Big Beaver Rd.
Ste. 111
Troy, Michigan 48084

Contact: Reed Fenton
Phone: 248-817-1522

SEAL

SHEET
OVERALL PLAN

PROJECT LOCATION
1695 12 Mile Road,
Berkley, Oakland County
MI 48072



Know what's below
Call before you dig.

REVISIONS

09-19-2019 SUBMITTAL FOR SITE PLAN REVIEW

Date Description

Designed by: Drawn by:

A.O. S.D.M.

Approved by: Date:

A.O. 07-26-2019

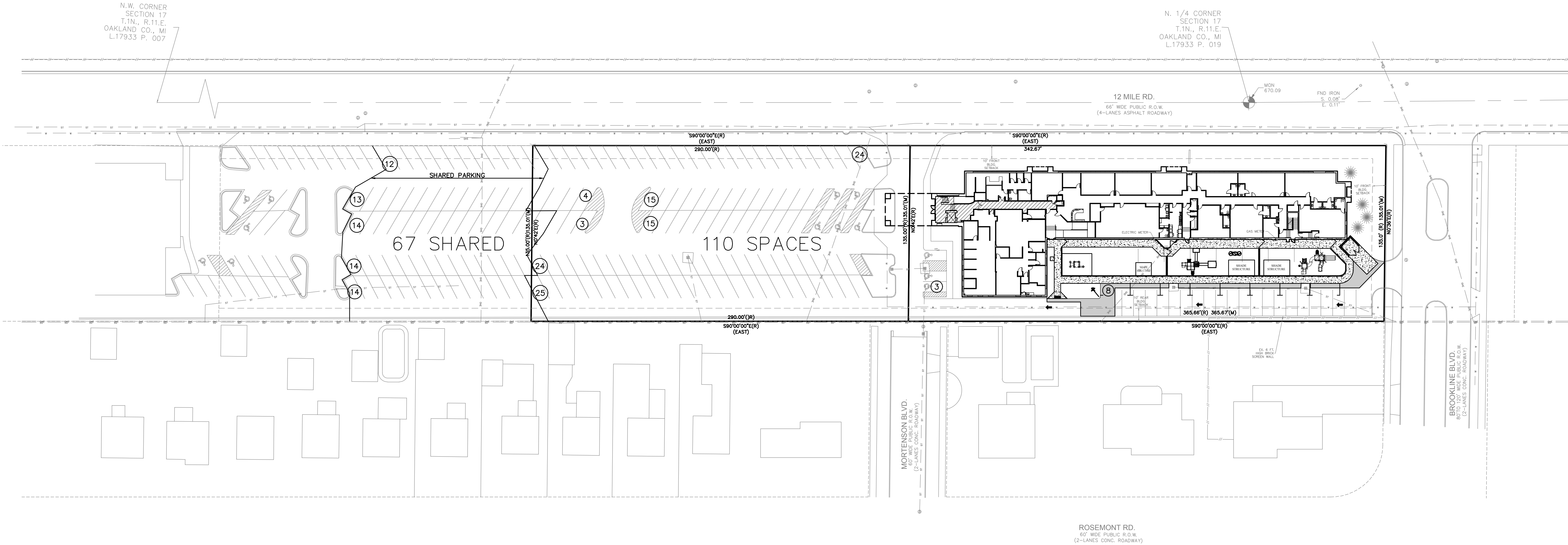
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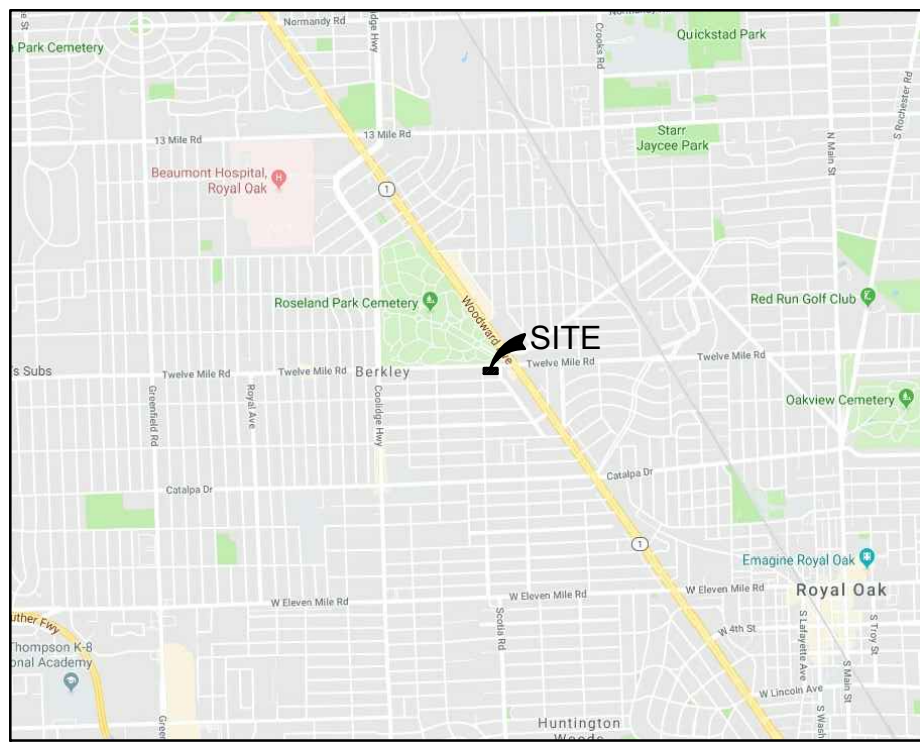
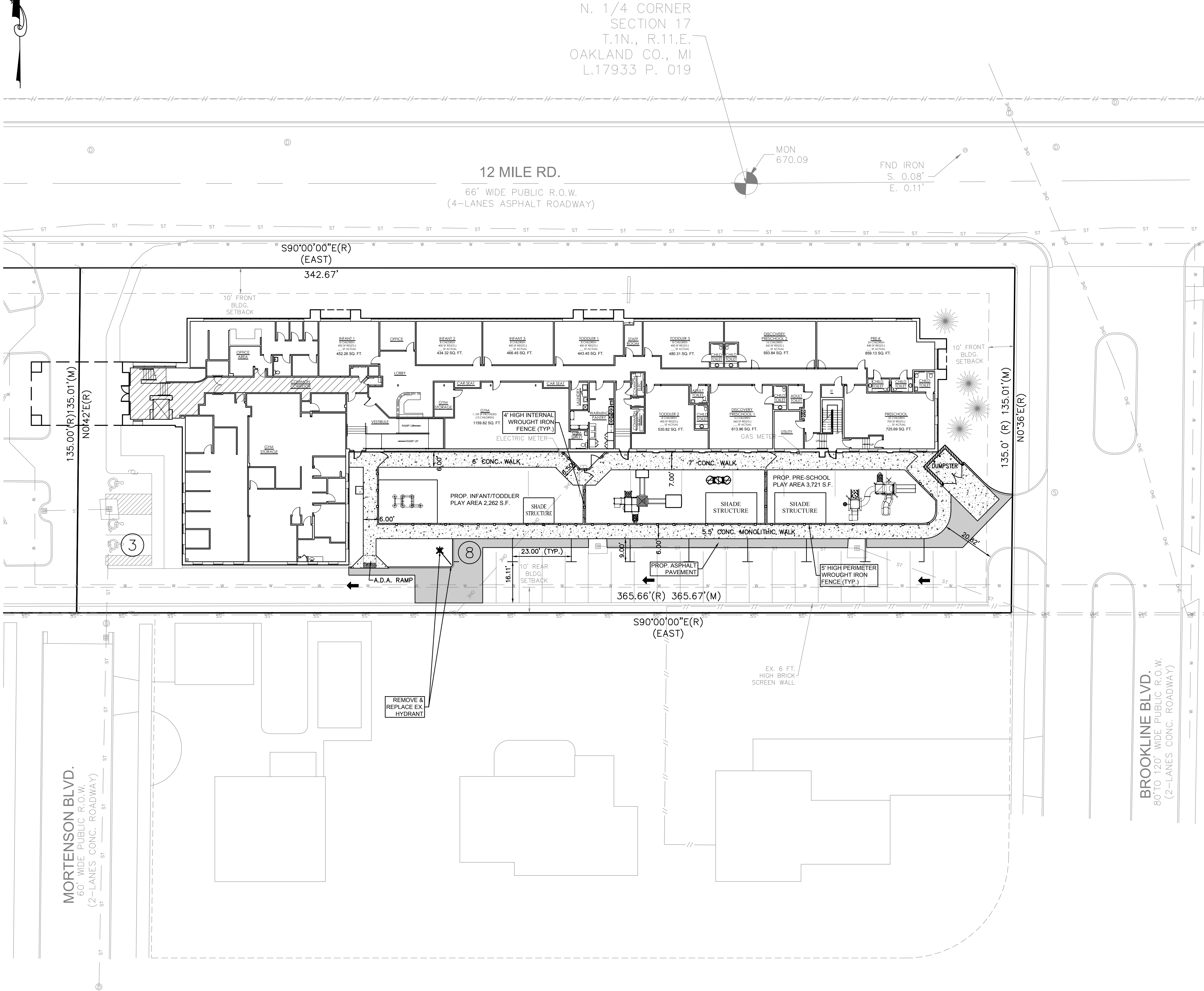
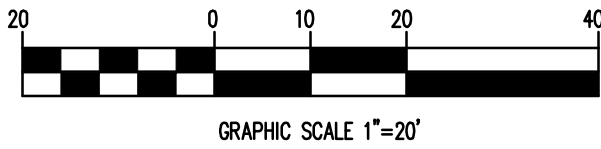
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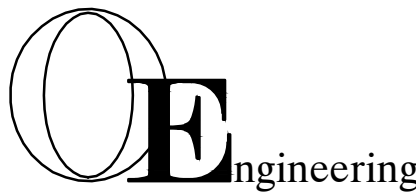
1256

SP-2





LOCATION MAP
N.T.S.



Orman Engineering, LLC
5476 Vivian Lane
Waterford, MI 48327
phone: 248.682.6001
email: alex@ormanengineering.com

PROJECT
Kinder Care Child Facility

SITE DATA

EXISTING SITE ZONING:	OFFICE DISTRICT
EXISTING SITE AREA:	
GROSS:	49,365 SF OR 1.13 ACRES
NET:	49,365 SF OR 1.13 ACRES
EXISTING BUILDING (GROSS):	36,000 S.F.
EXISTING BLDG. HT.:	2 STORY
BLDG LOT COVERAGE:	37.26%
REQUIRED YARDS:	
FRONT:	10.0 FEET
SIDE:	NONE ON INTERIOR SIDES
REAR:	10.0 FEET
PARKING SETBACK:	NONE W/ APPROVED PARKING PLAN
PARKING REQUIREMENTS:	
EXISTING PARKING DEMAND	MEDICAL OFFICE (36,000*80%)/100=288 SPACES
REQUIRED:	CHILD DAY CARE: 1 SPACE/300 S.F. USABLE AREA+1/EMPLOYEE = (5,595 S.F./300 S.F.)+(1/20)= 39 SPACES MEDICAL: 1 SPACE/100 S.F. USABLE AREA=(18,000 * 80%)/100=144 SPACES OFFICE: 1 SPACE/225 S.F. USABLE AREA=(6,400 * 80%)/225=23 SPACES 206 SPACES REQUIRED
TOTAL:	
PROPOSED (SEE ATTACHED NARRATIVE):	CHILDCARE = 20 SPACES MEDICAL = 144 SPACES OFFICE = 16 SPACES 180 SPACES
PROVIDED:	121 SPACES ON SITE 67 SPACES SHARED 188 SPACES
PLAY AREA	
REQUIRED:	1,200 S.F. MINIMUM OR 75 S.F./ CHILD
PROPOSED:	5,975 S.F. OUTDOOR & 1,210 S.F. INDOOR GYM = 6,742 S.F. TOTAL
PRESENT USE OF PROPERTY:	MEDICAL OFFICES
PROPOSED USE OF PROPERTY:	MEDICAL OFFICES, DAY CARE CENTER & OFFICE

CLIENT

814 BERKLEY LLC
3221 W. Big Beaver Rd.
Ste. 111
Troy, Michigan 48084

Contact: Reed Fenton
Phone: 248-817-1522

SEAL

SHEET

SITE PLAN

PROJECT LOCATION

1695 12 Mile Road,
Berkley, Oakland County
MI 48072



Know what's below
Call before you dig.

REVISIONS

09-19-2019 SUBMITTAL FOR SITE PLAN REVIEW

Date	Description
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Designed by: Drawn by:

A.O. S.D.M.

Approved by: Date:

A.O. 08-30-2019

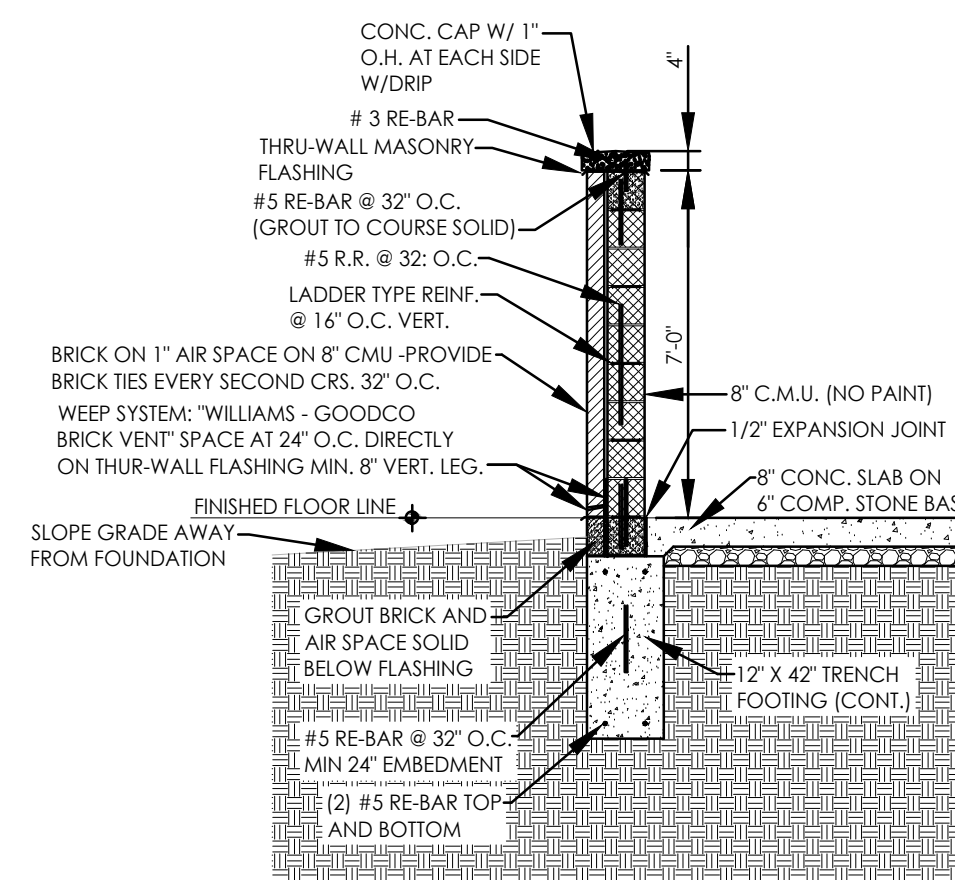
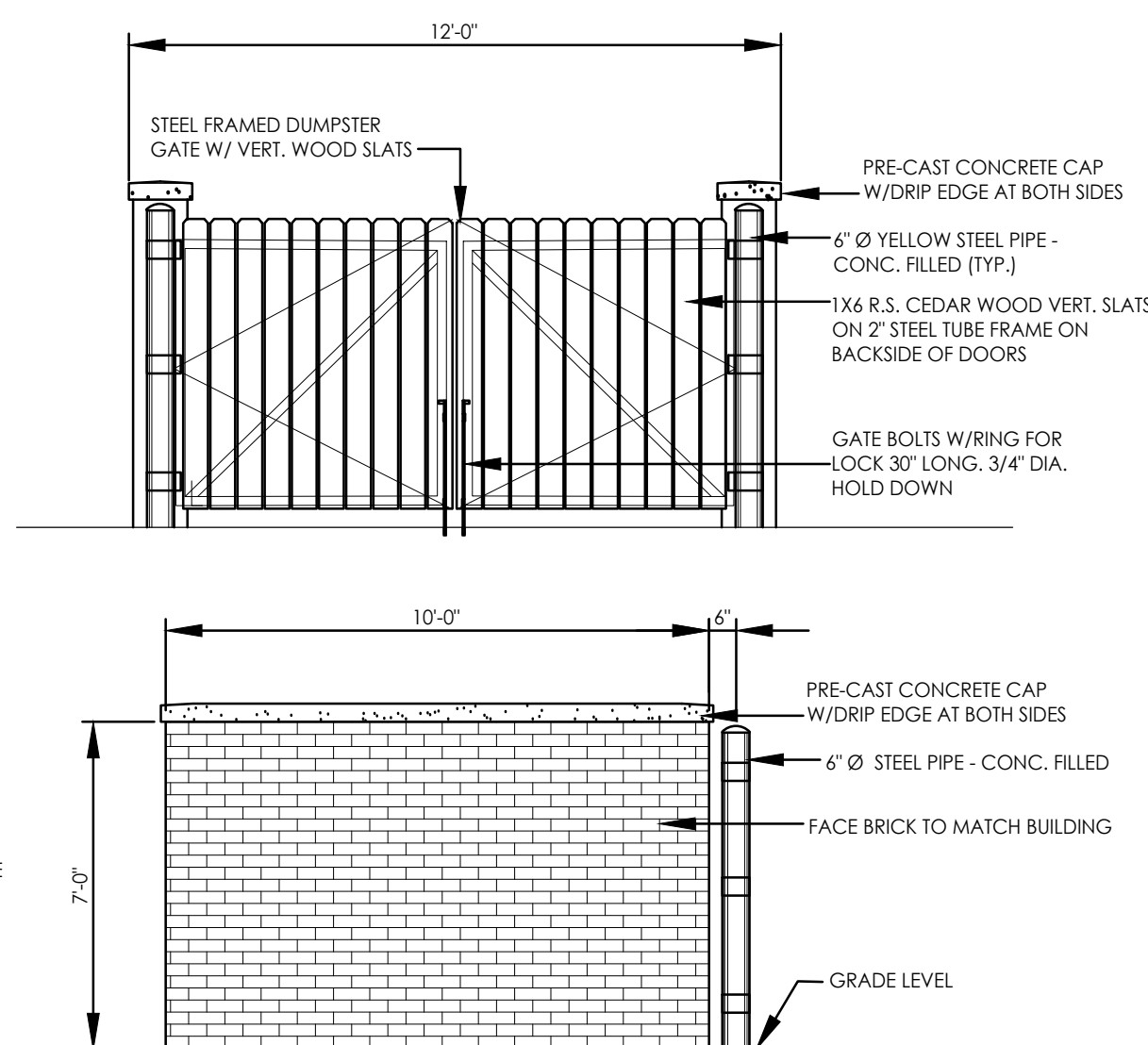
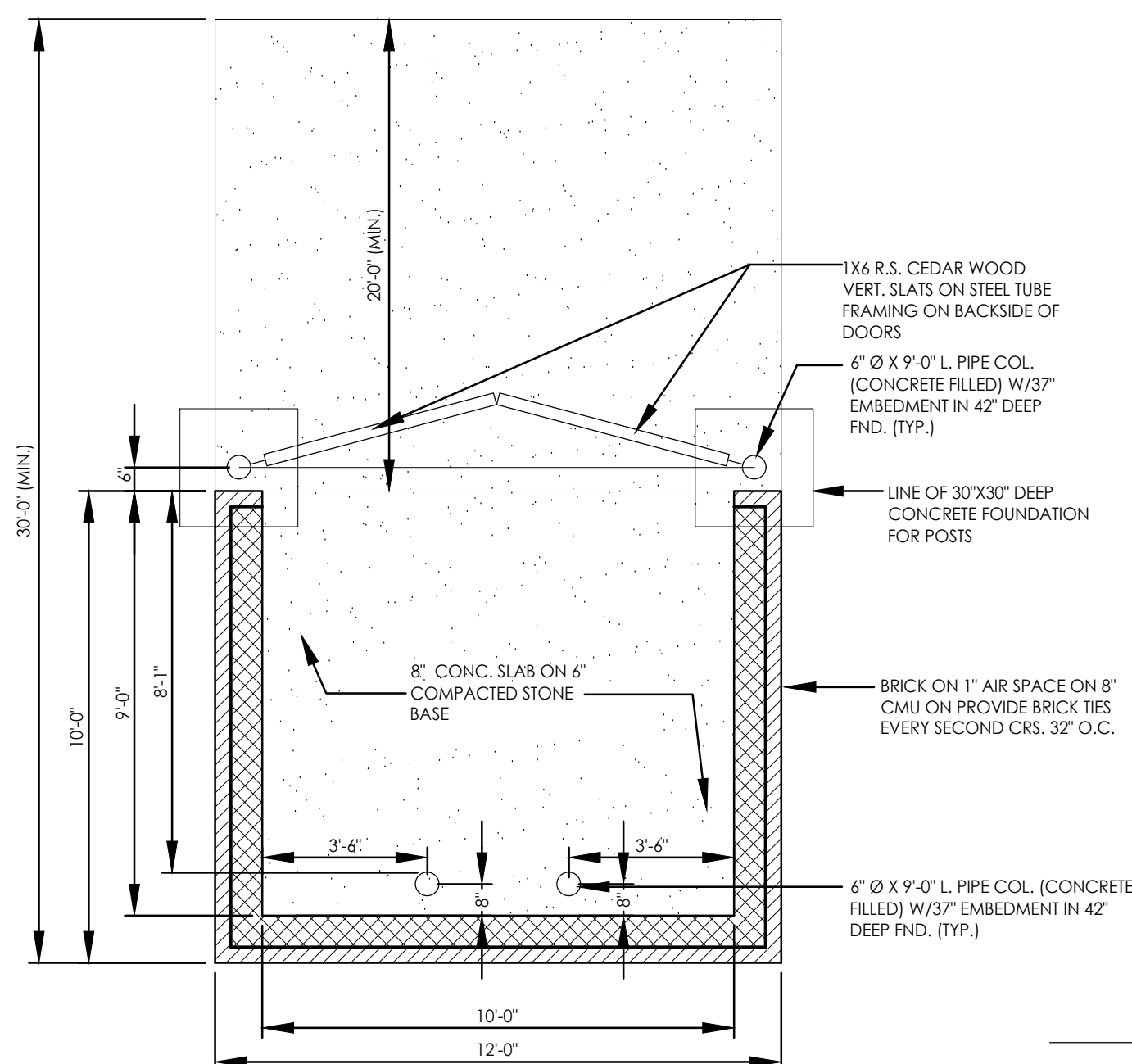
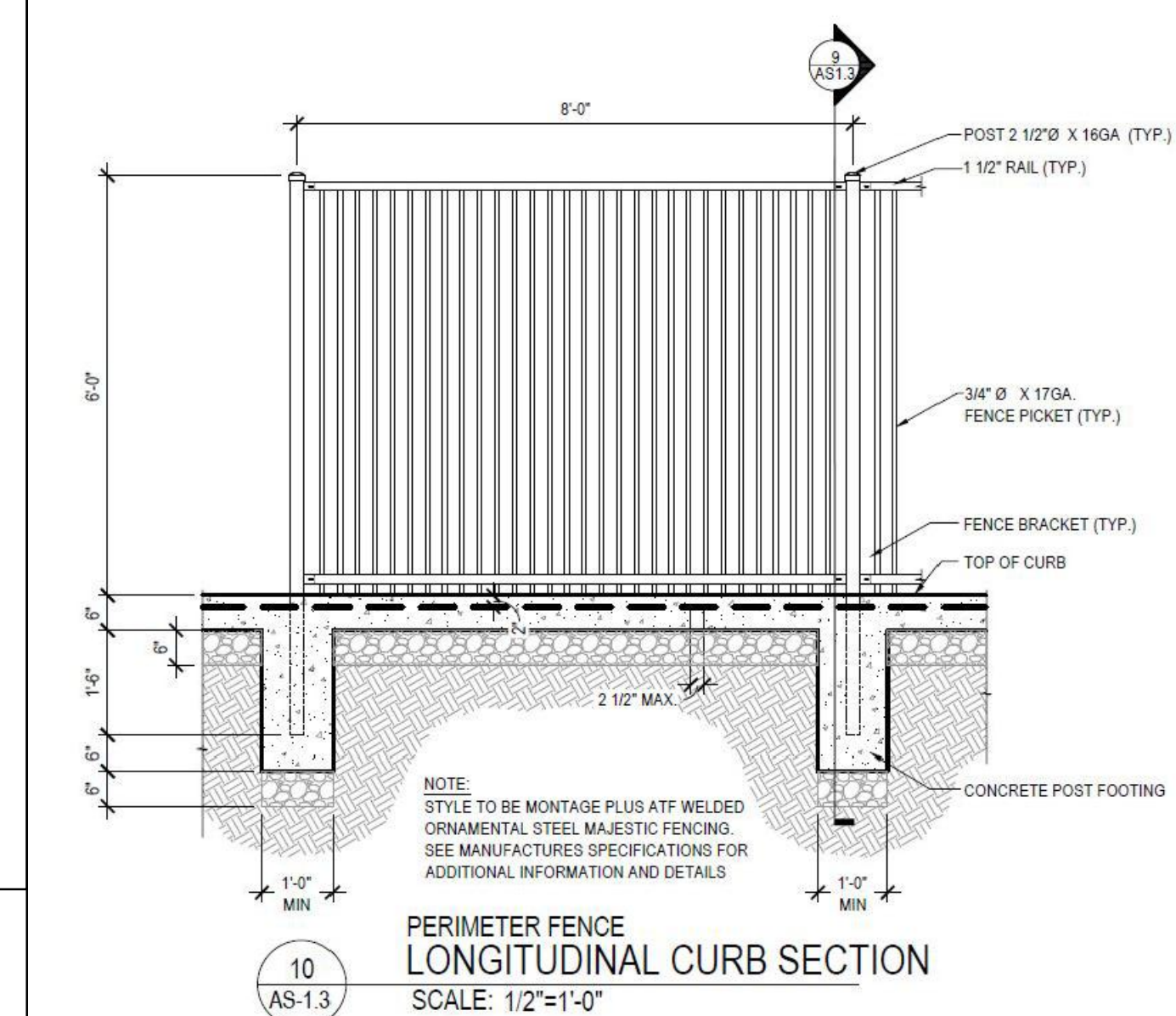
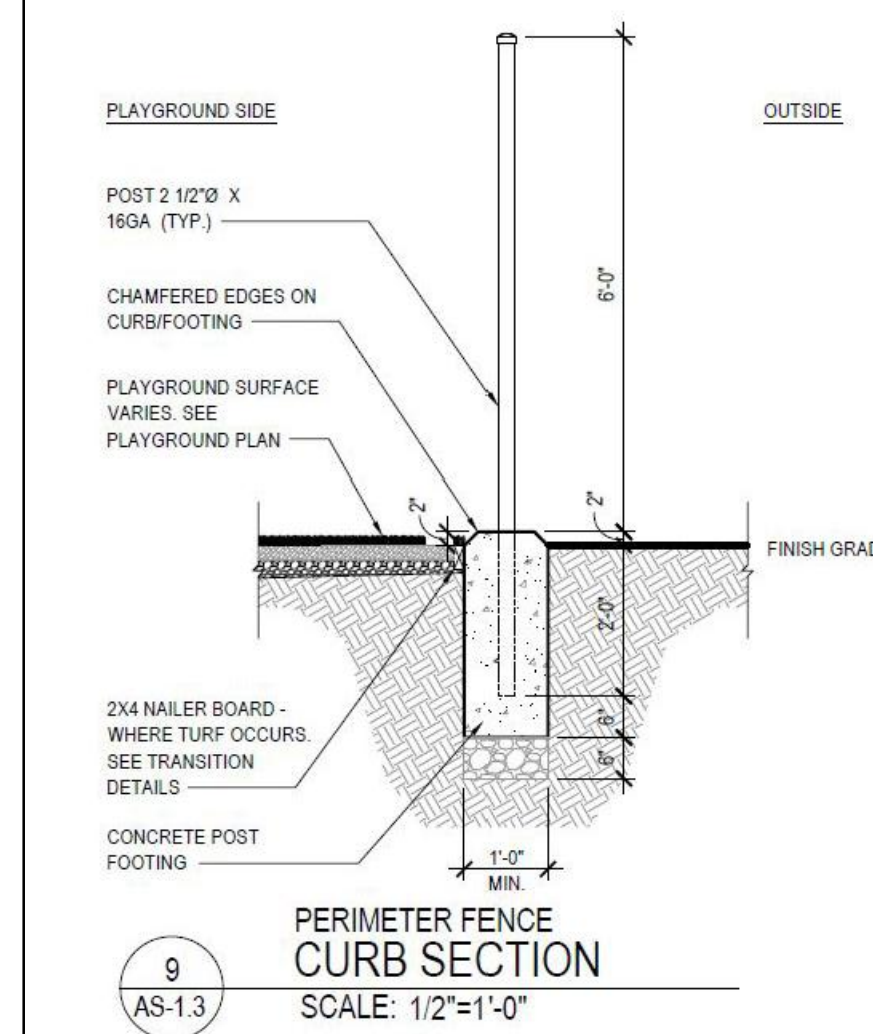
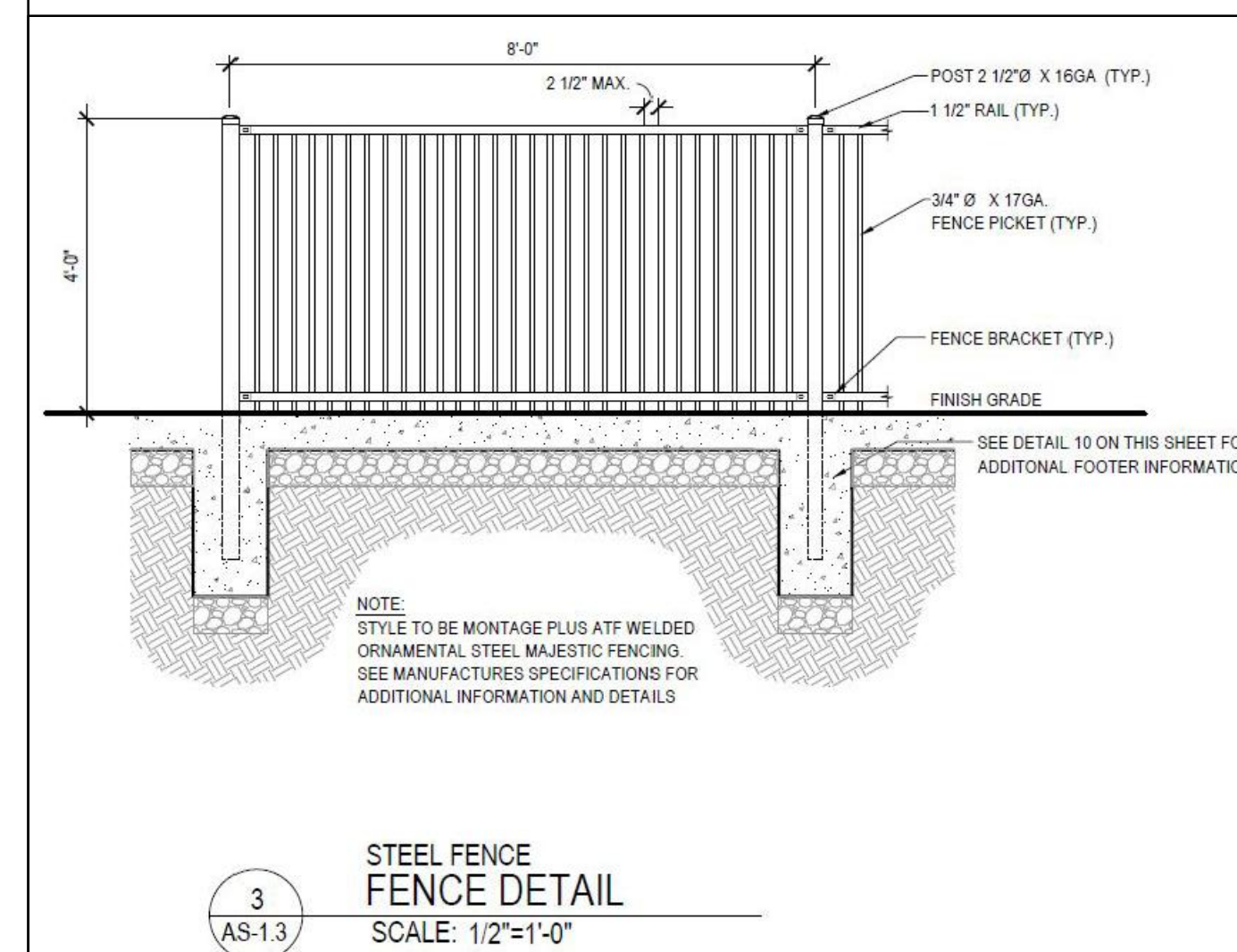
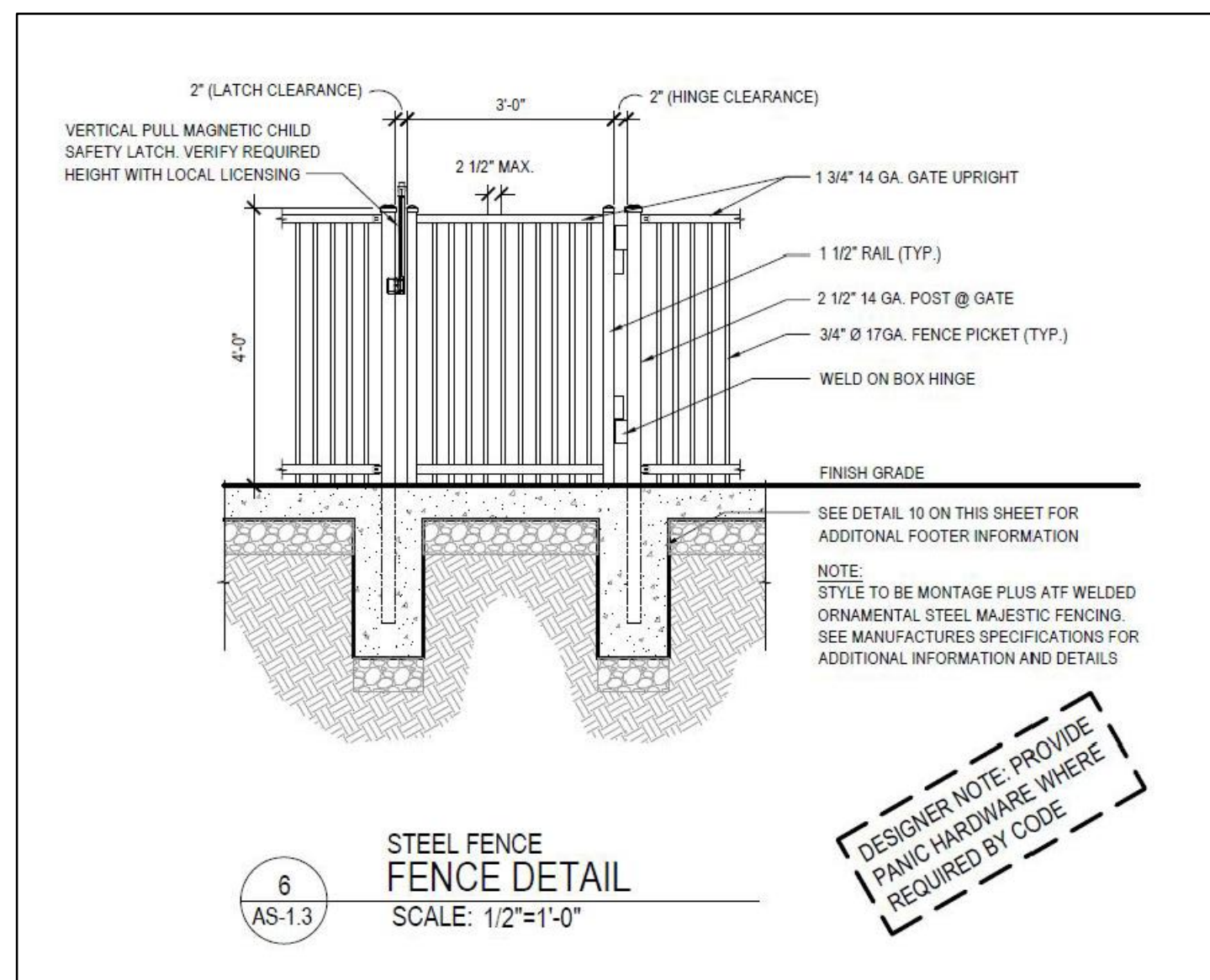
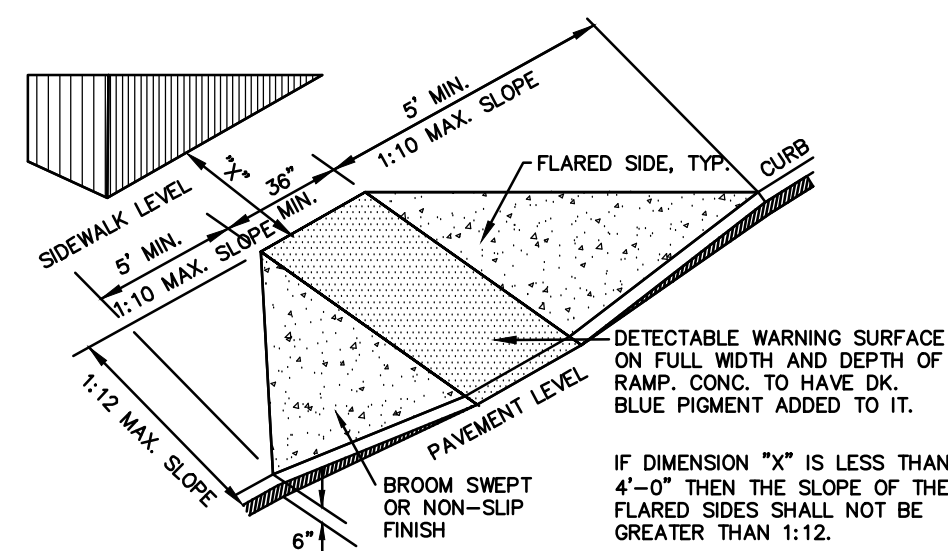
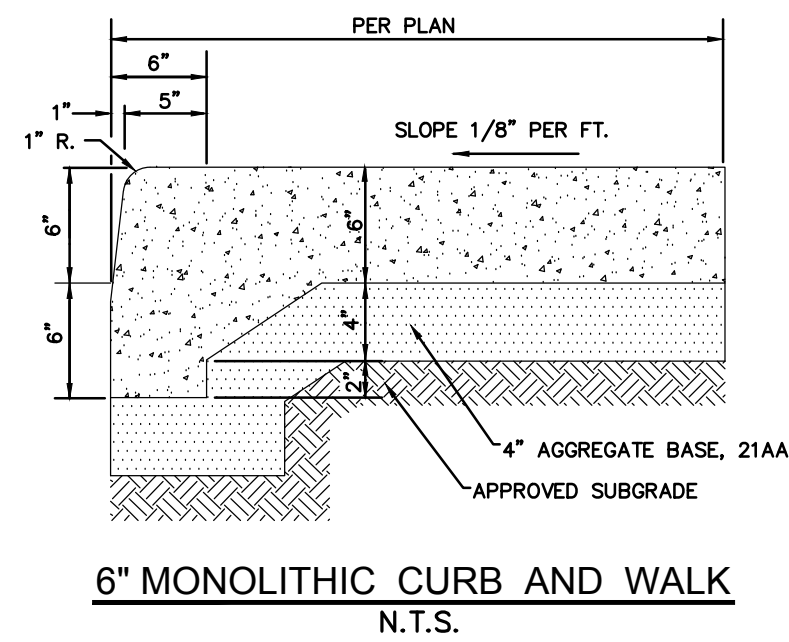
Scale:

1" = 20'

Job No.: Sheet:

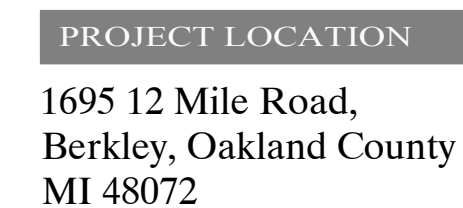
1256

SP-3



GENERAL NOTES:

1. ALL EXTERIOR MATERIALS TO MATCH BUILDING
IF THERE IS NO BRICK TO MATCH - MATCH MASONRY
2. ADHERE TO ALL LOCAL ORDINANCES AND DESIGN
REQUIREMENTS. NOTIFY ARCHITECT OF ANY
DISCREPANCIES.

[illegible]

09-19-2019 SUBMITTAL FOR SITE PLAN REVIEW

Date	Description
Designed by:	Drawn by:

A.O.	S.D.M.
------	--------

Approved by: Date:

A.O. 07-26-2019

Scale:

$$1'' = 20'$$

Job No.:

1256 SP-4

1250 51-



Building & Planning
3338 Coolidge Hwy
Berkley, MI 48072
248-658-3320
Fax: 248-658-3301
www.berkleymich.org

Print Form

CITY OF BERKLEY, MICHIGAN APPLICATION FOR SPECIAL USE APPROVAL

Instructions: This application and fee of \$400.00 must be submitted with 18 copies of your proposal. If plans are required then 18 sets of **signed, sealed folded plans** should be submitted. If an application is withdrawn more than 3 weeks prior to the meeting date, 90% of the fee will be refunded. If the application is withdrawn less than 3 weeks prior to the meeting, no refund will be given.

The Planning Commission meets the fourth Tuesday of every month. The meetings are held at 7:30 p.m. The City Council generally meets the first and third Mondays of every month. The meetings are held at 7 PM. All meetings take place in the Council Chambers at the City Hall, 3338 Coolidge, Berkley, Michigan 48072.

Applicant:

Name: Mark Kellenberger

Phone: [REDACTED]

Complete Address: [REDACTED]

Property Owner: (If different than above)

Name: 814 LLC

Phone: 248-845-4678

Complete Address: 3221 W. Big Beaver Road, Suite 111, Troy, MI 48084

Description of Property:

Street Address: 1695 W. 12 Mile Road, Berkley, MI

Zoning District: Office District

Lot Number: 6-31

Subdivision: STEPHENSON - BARBERS ROSELAND

Sidwell Number: 25-17-127-001

Description of Proposed Operation: Conversion of a portion of the first floor of the existing office building to provide as a Child Day Care Center.

[Signature]

Signature of Applicant

9.19.19

Date

Office use only Account Number 1019

Date Application received 9-20-19

Fee \$350

Receipt Number _____

Hearing Date 10/22/19

Case Number PSU-01-19

City Council Disposition: _____



3221 W. Big Beaver Road, Suite 111
Troy, Michigan 48084

September 19, 2019

Planning Commission
City of Berkley
3338 Coolidge Highway
Berkley, MI 48072

RE: Proposed Childcare Use at 1695 W. 12 Mile Road

Dear Commissioners:

We appreciate the City of Berkley including childcare uses in the Office and Local Business Districts (as Special Uses) and are excited at the opportunity to bring a much needed amenity to the community. According to our records there are only a few larger childcare providers in the area (Childtime in Lathrup Village, Toddler Time in Southfield, and Sunny Skies in Huntington Woods and Clawson) accompanied by a handful of smaller, independent providers. We feel that this location will provide necessary services for residents of Berkley, and nearby citizens, while at the same time providing revitalization to the existing building and area.

Just to provide some additional background, we approached the City in February of this year to discuss the potential to place childcare uses in the Office District, specifically at 1695 W. 12 Mile Road. The former Community Development Director was very receptive and actually suggested that it be included into the Local Business District as well. In March, we submitted a formal request to ask the Planning Commission to consider the Zoning Text Amendment. With the City Council approving the second reading of the Ordinance amendment, we are now able to present our plans to incorporate KinderCare into the property at 1695 W. 12 Mile Road in the City of Berkley.

EIG14T is a preferred developer for KinderCare locations in markets across the U.S. We have been working with KinderCare on a design that will fit into the existing building and provide adequate outdoor recreation opportunities. As we have indicated above, we believe this area is underserved for childcare opportunities for parents and young families. The existing building is approximately 36,000 sq. ft. of medical office suites. As part of the revitalization of this property we are proposing to maintain medical office uses on the second floor. On the first floor we will convert the medical office suites into the KinderCare floorplan and the general office space which will house the EIG14T Development Office, which we will be relocating from Troy.

With respect to the Special Approval criteria we believe that the proposed occupation of the existing building by KinderCare will revitalize the property in both a social and economical manner; that the use is warranted in the area; that it will be compatible with the adjacent land uses; that there will be no danger to public health safety and welfare; and that the use will not be injurious to other properties in the neighborhood.

Further the criteria identified and approved in the Ordinance amendment will not present any issue for the proposed use. The property is currently screened from the adjacent residential property by a 6 ft. tall masonry wall. We will work with KinderCare to ensure that all State requirements are met and licenses secured prior to occupancy.

Our initial conversations with the City indicated that we would not run into any issue with parking. Since the existing building is currently used for medical offices, the conversion of the first floor to childcare and professional office would represent a lesser parking demand than the medical office uses. Our more recent conversations have indicated that we may need to seek a variance due to the overall parking requirement being greater than what will exist on the property.

We offer the following information in an effort to justify our proposed uses and believe this opportunity will be an overall benefit for the city of Berkley and the surrounding area. The existing building has been and is currently being used for medical office uses. The parking requirement for this building is currently 288 spaces. With our proposed restructuring of uses on the first floor we will lessening the parking demand to 206 spaces. An overall reduction of 82 parking spaces. Our property provides 121 spaces on site, however, there is a shared parking agreement with the adjacent property to the west for an additional 101 parking spaces.

By Code, our proposal will require that we provide 206 parking spaces: 144 spaces for medical offices; 39 spaces for the childcare; and 23 spaces for general office. We believe that the childcare and office uses can be further reduced to 20 spaces for childcare and 16 for general office. The 20 parking spaces for the childcare use would represent what is needed for staff parking. Kindercare's peak drop off hours are before 9 am and after 5 pm (when the office uses parking would be minimum). These are quick stops and the parents are not parking for an extended time, therefore we believe this parking requirement can be lowered and accommodated on site. The general office space will be for the EIG14T Office. We currently have 16 employees, several of which are project managers and are out of the office travelling to project sites every week. Included in the 16 employee count are 4 new professional positions which will cap new employment for the immediate future. These factors would create an actual parking demand of 180 parking spaces (144 medical, 20 childcare, 16 office) which we believe will be easily accomodated on site. The 180 parking spaces would be able to be accommodated by the presence of 121 parking spaces on site and a reasonable expectation of 67 spaces of the 101 shared spaces (for a total of 188 spaces).

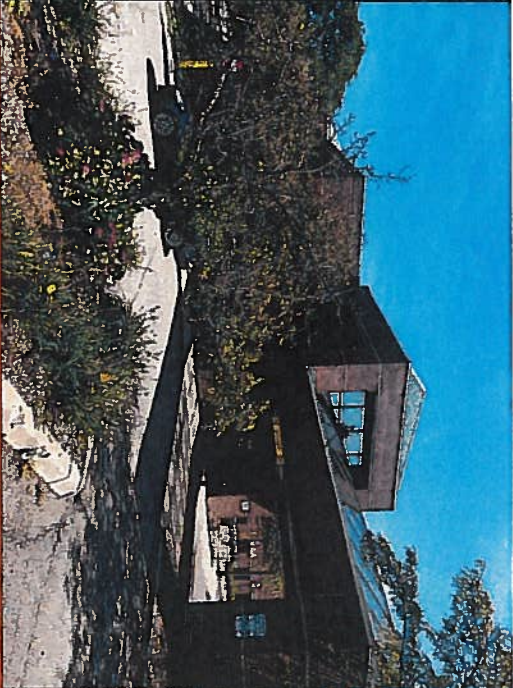
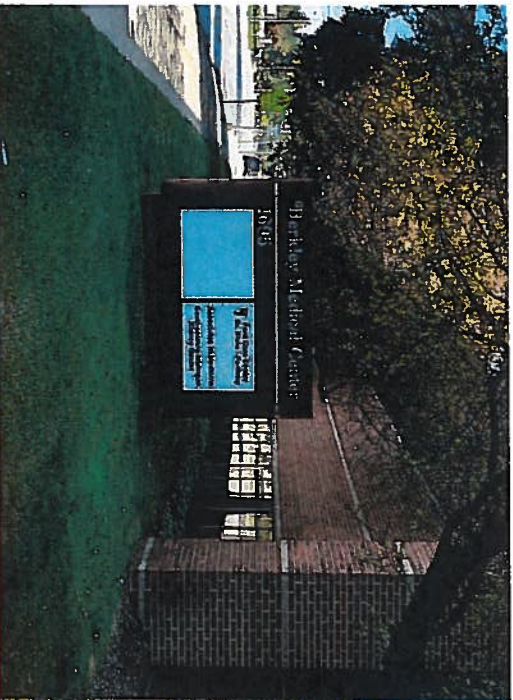
We hope the Planning Commission agrees with our conclusion that the location of KinderCare use is appropriate and that the revitalization of this property will be a welcomed improvement to the City of Berkley.

Please contact me with any questions.

Respectfully,



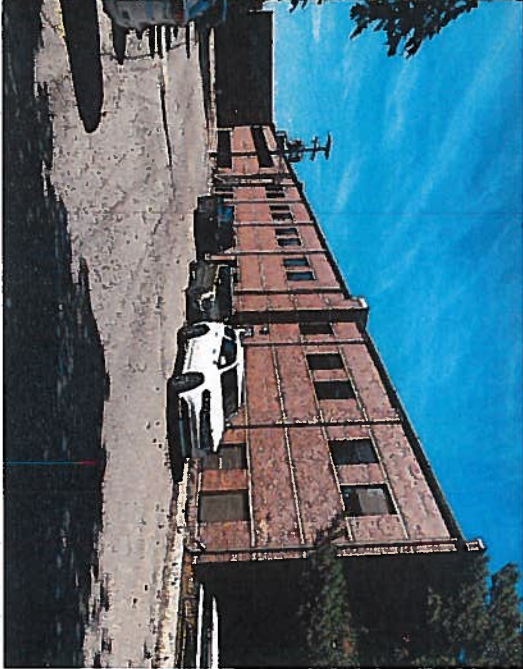
Mark Kellenberger, AICP
Senior Development Manager
EIG14T Development

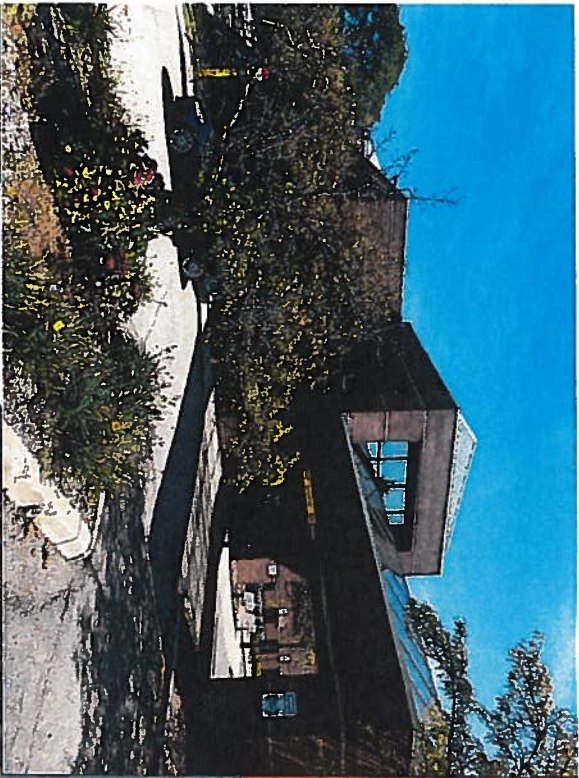


EIGHT
DEVELOPMENT

1695 W. 12 Mile Road – Currently Berkeley Medical Center

EIGHT
DEVELOPMENT

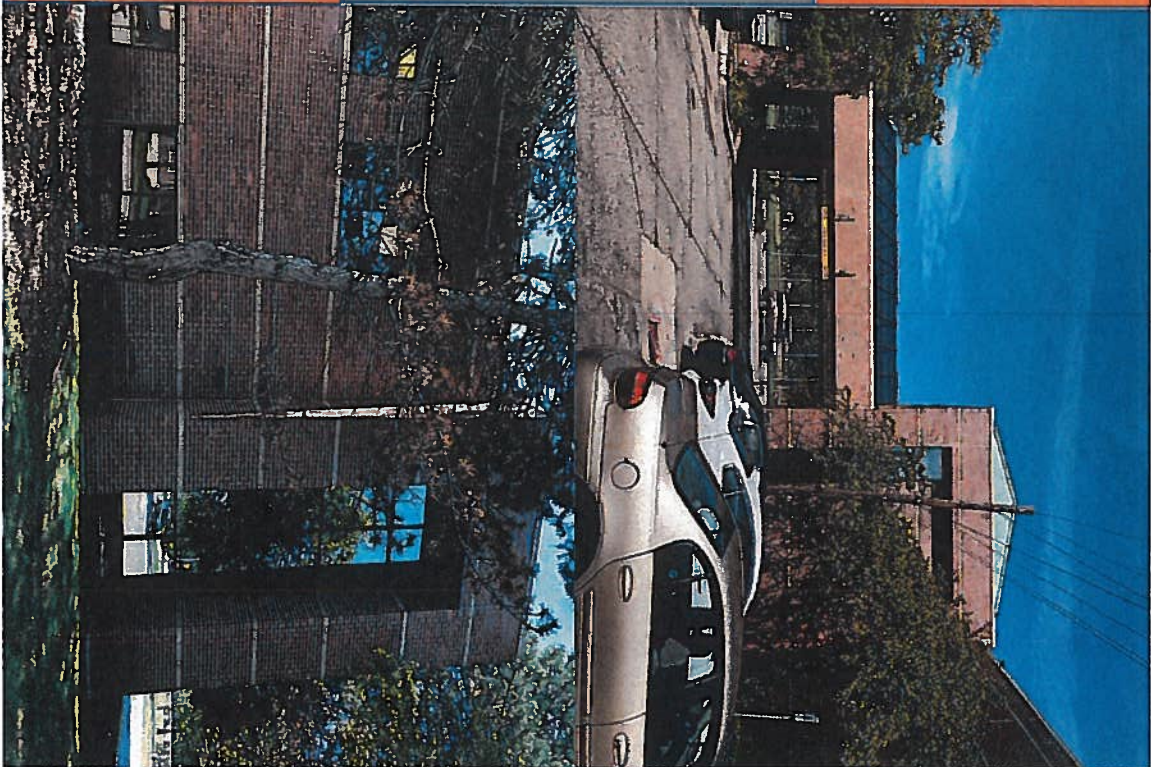




EIGHT

DEVELOPMENT

The existing Berkley Medical Center building is attractive. The elevations consists of brick and a considerable amount of glass with large architectural features along the facades.



EIGHT

DEVELOPMENT



There is a masonry wall separating the office property from the residential property.

The existing dumpster is adjacent to the residential property and does not have a gate. We will move this away from the residential property and include a obscuring gate with vinyl planks.



LIBER 22233 PG 706

LIBER 22233 PAGE 706
\$23.00 MISC RECORDING
\$2.00 REMUNERATION
01/19/2001 02:59:04 P.M. RECEIPT# 4103
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CARDELL, CLERK/REGISTER OF DEEDS

**AMENDED AND RESTATED
RECIPROCAL EASEMENT AGREEMENT**

THIS AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT ("Agreement") is entered into this 18th day of January, 2001, by **BERKLEY TWELVE ASSOCIATES, L.L.C.**, a Michigan limited liability company, whose address is 28400 Northwestern Highway, Fourth Floor, Southfield, Michigan 48034 ("Berkley Twelve LLC"), and **BERKLEY TWELVE ASSOCIATES II, L.L.C.**, a Michigan limited liability company, whose address is 28400 Northwestern Highway, Fourth Floor, Southfield, Michigan 48034 ("Berkley Twelve II").

RECITALS:

A. Berkley Twelve LLC owns certain real property and improvements thereon located in the City of Berkley, County of Oakland, State of Michigan, commonly known as 1695 West Twelve Mile Road, which is more particularly described on Exhibit A attached hereto ("Berkley Twelve LLC Property").

B. Berkley Twelve II owns certain real property and improvements thereon located in the City of Berkley, County of Oakland, State of Michigan, commonly known as 1949 West Twelve Mile Road, which is more particularly described on Exhibit B attached hereto ("Berkley Twelve II Property").

C. On June 14, 1989, Griswold Holding Company, Berkley Twelve Associates, a Michigan co-partnership ("Berkley Twelve Associates"), and Carpenters Union Local 998 ("Carpenters Union") entered into a Reciprocal Easement Agreement ("REA"), concerning certain real property located at 1695 West Twelve Mile Road, Berkley, Oakland County, Michigan, more particularly described on attached Exhibit "A" ("Parcel I"), and certain real property located at 1949 West Twelve Mile Road in Berkley, Oakland County, Michigan, more particularly described on attached Exhibit "B" ("Parcel II"). The REA was recorded in Liber 10944, Page 508, Oakland County Records on June 16, 1989.

D. Berkley Twelve LLC is Successor-in-Interest (pursuant to a Warranty Deed dated June 14, 1989, and also pursuant to a Quit Claim Deed dated June 19, 1990, and recorded in Liber 11429, Page 749 on June 20, 1990, and Articles of Organization and Certificate of Conversion dated December 2, 1998 and filed with the Michigan Department of Consumer and Industry Services - Corporation, Securities and Land Development Bureau on December 3, 1998) to **Griswold Holding Company** and **Berkley Twelve Associates**, to all rights under the REA.

O.K. - KB

E. Berkley Twelve II is Successor-in-Interest to **Michigan Regional Council of Carpenters**, as Successor-in-Interest to the **Carpenters Union** (pursuant to an Assignment And Assumption of Purchase Agreement dated May 17, 1999, whereby Berkley Twelve Associates assigned all rights, title, and interest in the Purchase Agreement to Berkley Twelve II, and a Warranty Deed dated May 18, 1999 (and recorded in Liber 20267, Page 570 on July 15, 1999), from Michigan Regional Council of Carpenters, Grantor, to Berkley Twelve II, Grantee), to all rights under the REA.

F. At this time, the parties desire to amend and restate the REA in order to grant each other the perpetual, non-exclusive reciprocal easements described herein, for the purpose of: (i) providing common vehicular and pedestrian ingress and egress to and from the Berkley Twelve LLC Property and the Berkley Twelve II Property, and (ii) providing Berkley Twelve, Berkley Twelve II and their respective invitees, licensees and guests, with a common parking facility on the Berkley Twelve LLC Property and the Berkley Twelve II Property.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements, and for other good and valuable consideration, the adequacy and receipt of which is acknowledged, and subject to the terms and conditions contained herein, the parties agree as follows:

1. Reciprocal Access and Parking Easement.

A. Berkley Twelve II acknowledges that there presently exists at least one hundred and one (101) vehicular parking spaces located on the Berkley Twelve II Property. Berkley Twelve II hereby conveys and grants to Berkley Twelve LLC, its agents, employees, tenants, invitees, and licensees, a non-exclusive, perpetual easement for access, ingress, egress, and parking over and across all areas which constitute the east parking area and the south parking area of the Berkley Twelve II Property, and all access ways serving both such parking areas, which are depicted on the site plan attached hereto as **Exhibit "C"** and made a part hereof. Berkley Twelve LLC shall not have the right to use the nine (9) parking spaces adjacent to the east face of the existing building located on the Berkley Twelve II Property, as depicted on Exhibit "C" attached hereto, nor shall Berkley Twelve LLC have the right to use any parking area west of the west face of the aforesaid building.

Notwithstanding anything to the contrary contained in this Agreement, Berkley Twelve II covenants and agrees that it shall not reduce the number of parking spaces located on the east parking area and the south parking area of the Berkley Twelve II Property specified hereinabove to less than one hundred one (101) vehicular parking spaces.

B. Berkley Twelve LLC acknowledges that there presently exists approximately one hundred five (105) vehicular parking spaces on the portion of the Berkley Twelve LLC Property which is located adjacent to the Berkley Twelve II Property. Berkley Twelve LLC hereby conveys and grants to Berkley Twelve II, and its agents, employees, tenants, invitees, and licensees, a non-exclusive, perpetual easement for access, ingress, egress, and parking over and across all vehicular parking areas, and vehicular exits and driveways which are located on the portion of the Berkley Twelve LLC Property which is adjacent to the Berkley Twelve II Property, as depicted on Exhibit "C" attached hereto.

2. **Maintenance.** Berkley Twelve LLC and Berkley Twelve II, shall, at their own cost and expense, each keep and maintain the entire parking area located on their respective properties as herein described.

3. **Term.** The term of this Agreement shall be perpetual. Notwithstanding anything to the contrary contained in this Agreement, the Easements referenced in Paragraphs 1.A and 1.B shall survive the termination of this Agreement.

4. **Rights of Berkley Twelve LLC and Berkley Twelve II.** Each party reserves the following rights with respect to the easements granted to the other party under this Agreement (collectively, the "Easements"):

- a. the right to locate and grant other non-exclusive easements and rights-of-way across, over, under and through the portion of such party's property that is subject to one or more of the Easements, provided that such action does not adversely affect the rights granted to the other party under this Agreement;
- b. the right to install across, over, under and through the portion of such party's property that is subject to one or more of the Easements, public and private utilities and all equipment and facilities related to such utilities, provided that such action does not adversely affect the rights granted to the other party under this Agreement; and,
- c. the right to construct or install landscaping, shrubbery, trees, irrigation improvements, signs, permanent fencing, berms, curbs, paving, driveways and sidewalks on, over and across the portion of such party's property that is subject to one or more of the Easements, provided that such action does not adversely affect the rights granted to the other party under this Agreement.

5. Insurance and Indemnifications.

- a. From and after the date hereof, each party shall, at its own cost and expense, keep in full force and effect with respect to the portion of the Easements located within such party's property, comprehensive, combined single limit public liability and property damage insurance, in the amount of Two Million and 00/100 Dollars (\$2,000,000.00). All policies of insurance that are required to be maintained by a party shall name the other party, its successors, and assigns, as loss payee and additional insureds, as appropriate, as their respective interests may appear, and shall contain a provision that the insurer will not cancel, change or fail to renew the insurance without first giving the other party thirty (30) days prior written notice. Each year, each party shall furnish the other party with such evidence as the other party may reasonably require that the insurance referred to above is in full force and effect and that the applicable premiums have been paid.
- b. To the extent not covered by Berkley Twelve LLC's insurance, Berkley Twelve II hereby indemnifies and holds harmless the Berkley Twelve LLC from and against any and all claims, costs, expenses (including reasonable attorneys fees), damages, liabilities or obligations arising out of any damage to property or harm to any person incurred as a consequence of any negligent or wrongful act or omission of Berkley Twelve II, any of its, managers, agents or employees, in connection with its use of the easement areas on the Berkley Twelve LLC Property granted to Berkley Twelve II.
- c. To the extent not covered by Berkley Twelve II's insurance, Berkley Twelve LLC hereby indemnifies and holds harmless Berkley Twelve II from and against any and all claims, costs, expenses (including reasonable attorneys' fees), damages, liabilities or obligations arising out of any damage to property or harm to any person incurred as a consequence of any negligent or wrongful act or omission of Berkley Twelve LLC, any of its, managers, agents or employees, in connection with its use of the easement areas on the Berkley Twelve II Property granted to Berkley Twelve LLC.

6. Enforcement. If any party fails to observe, fulfill or perform any covenant, term or condition of this Agreement, upon its part to be performed, then the aggrieved party may, upon fifteen (15) days advance written notice (or sooner in the event of exigent circumstances) undertake such obligation, but in no event shall it have the duty to undertake such obligations. The cost of curing such default shall be due from the defaulting party on demand, plus interest at the rate of two percent (2%) over the announced prime rate of the largest national bank in Metropolitan Detroit. As a consequence of such default, the aggrieved party may seek injunctive relief against the

defaulting party or to recover a money judgment against such defaulting party. The prevailing party in any action between the parties hereto shall be entitled to be reimbursed for its actual attorney fees and all out-of-pocket costs and expenses and such amount shall be included in any judgment rendered by the Court. The rights granted under this paragraph shall be in addition to all rights and remedies at law or equity.

7. Successors and Assigns. Every obligation, agreement and covenant in this Agreement shall run with the land and shall be binding upon the party making or assuming such obligation and such party's successors and assigns and shall inure to the benefit of all other parties hereto and their successors and assigns.

8. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Agreement shall nonetheless continue in full force and effect without being impaired or invalidated in any way. In addition, if any provision of this Agreement may be modified by a court of competent jurisdiction such that it may be enforced, then said provision shall be so modified and as modified shall be fully enforce.

9. Amendments. This Agreement shall not be modified or amended other than by written agreement of the parties hereto.

10. Arbitration. Any controversy or claim arising out of or related to this Agreement will be settled by binding arbitration before one arbitrator in accordance with the Commercial Arbitration rules of the American Arbitration Association. The arbitrator shall be reasonably qualified to hear matters which are the subject of this Agreement. The arbitration award may be entered as a final judgment in any court of competent jurisdiction. Notwithstanding the applicability of other law to any other provision of this Agreement, the Federal Arbitration Act, 9 USC 1 et seq., will apply to the construction and interpretation of this arbitration provisions.

In the event the arbitrator's decision shall be made in no event later than ten (10) calendar days after the commencement of the arbitration hearing. The award shall be final and judgment may be entered in any court having jurisdiction thereover.

The arbitrator may award specific performance of this Agreement. The arbitrator may also require remedial measures as part of any award. The arbitrator in his/her discretion may award reasonable attorneys' fees and costs to the more prevailing party. Notwithstanding anything to the contrary contained in this Agreement, the arbitrator shall not have the right or power to terminate this Agreement.

11. Notices. Unless specifically stated to the contrary in this Agreement, all notices, demands, requests, consents, approvals, or other communications which are required or desired to be given or made or sent, by either party hereto to the other, shall be in writing and may be hand delivered or may be delivered by depositing the same in an United States mail receptacle, via first class, certified, registered or equivalent, return

receipt requested, postage prepaid, or by recognized overnight courier (provided that such service is able to provide evidence of receipt or refusal of delivery) addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, requests, consents, approvals, or other communications shall be deemed given when delivered (or refusal to receive) or three (3) days after mailing; provided, however, that if any such notice, demand, request, consent, approval, or other communication is sent by telecopy or fax machine, then such notice, demand, request, consent, approval, or other communication shall be deemed given at the time and on the date of the machine transmittal if the sending party receives a written send verification on its machine and forwards a copy thereof with its mailed, overnight, or courier delivered communication.

To Berkley Twelve LLC Manager:

Real Ventures-Berkley Associates
28400 Northwestern Highway
Fourth Floor
Southfield, Michigan 48034
Attention: Burton D. Farbman, Partner
Fax No.: (248) 353-0502

To Berkley Twelve II Member:

Real Ventures Berkley, L.L.C.
28400 Northwestern Highway
Fourth Floor
Southfield, Michigan 48034
Attention: Burton D. Farbman
Fax No.: (248) 353-0502

With a copy to:

Jeffrey L. Howard, Esq.
Seyburn, Kahn, Ginn, Bess and Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075-1195
Fax No.: (248) 353-3727

And

William Eisenberg
Grand Sakwa Properties, L.L.C.
32000 Northwestern Hwy., Suite 125
Farmington Hills, Michigan 48334
Fax No. (248) 855-0915

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nonetheless continue in full force and effect without being impaired or invalidated in any way.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

14. **Entire Agreement.** This document together with all of the instruments herein described constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Agreement, and any and all prior agreements, understandings or representations, written or oral, are hereby amended and restated in their entirety and are of no further force or effect.

THIS AGREEMENT has been executed as of the date and year set forth above.

WITNESSES:

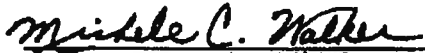
"Berkley Twelve LLC"

BERKLEY TWELVE ASSOCIATES, L.L.C.,
a Michigan limited liability company

By: **REAL VENTURES-BERKLEY ASSOCIATES,**
a Michigan co-partnership
Manager


ANDY GUTTMAN

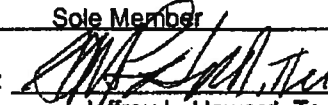
By: 
Burton D. Farbman, Managing Partner



MICHELE C. WALKER


AND

METRO BERKLEY, LLC,
a Michigan limited liability company
Manager

By: JEFFREY L. HOWARD REVOCABLE
TRUST u/a/d September 25, 1999

Its: Sole Member
By: 
Jeffrey L. Howard, Trustee


MICHELE C. WALKER


COLLEEN H. FITZPATRICK

(Jurat on following page)

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18th day of January, 2001, by Burton D. Farbman, Managing Partner of Real Ventures-Berkley Associates, a Michigan co-partnership, a Manager of Berkley Twelve Associates, L.L.C., a Michigan limited liability company, on behalf of said company.

Notary Public

My Commission Expires:

Judith M. Smith
6-23-05

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

JUDITH M. SMITH
NOTARY PUBLIC - L. CODED CO. MI
MY COMMISSION EXPIRES JUN 23, 2005

The foregoing instrument was acknowledged before me this 18th day of January, 2001, by Jeffrey L. Howard, Trustee of the Jeffrey L. Howard Revocable Trust u/a/d September 25, 1999, Sole Member of Metro Berkley, LLC, a Michigan limited liability company, a Manager of Berkley Twelve Associates, L.L.C., a Michigan limited liability company, on behalf of said company.

Notary Public

My Commission Expires:

Michele C. Walker
MICHELE C. WALKER
Notary Public, Oakland County, MI
My Commission Expires June 10, 2001

WITNESSES:

"Berkley Twelve II"

BERKLEY TWELVE ASSOCIATES II, L.L.C.,
a Michigan limited liability company

By: Real Ventures Berkley, L.L.C.,
a Michigan limited liability company
Member and Manager

ANDY GUTTMAN

Michele C. Walker
MICHELE C. WALKER

By:

Burton D. Farbman, Manager

AND

METRO BERKLEY, LLC,
a Michigan limited liability company
Manager

By: JEFFREY L. HOWARD REVOCABLE
TRUST u/a/d September 25, 1999

Its: Sole Member

By: Jeffrey L. Howard, Trustee

Michele C. Walker
MICHELE C. WALKER

Colleen H. Fitzpatrick
COLLEEN H. FITZPATRICK

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18th day of January, 2001,
by Burton D. Farbman, Manager of Real Ventures Berkley, L.L.C., a Manager of Berkley Twelve
Associates II, L.L.C., a Michigan limited liability company, on behalf of said company.

Notary Public Judith M. Smith
My Commission Expires: 6-23-05

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

NOTARY PUBLIC STATE OF MICHIGAN
MY COMMISSION EXPIRES JAN 22, 2005

The foregoing instrument was acknowledged before me this 18th day of January, 2001,
by Jeffrey L. Howard, Trustee of the Jeffrey L. Howard Revocable Trust u/a/d September 25, 1999,
Sole Member of Metro Berkley, LLC, a Michigan limited liability company, a Manager of Berkley
Twelve Associates, L.L.C., a Michigan limited liability company, on behalf of said company.

Notary Public Michele C. Walker
My Commission Expires: MICHELE C. WALKER
Notary Public, Oakland County, MI
My Commission Expires June 10, 2001

DRAFTED BY AND
WHEN RECORDED RETURN TO:
Jeffrey L. Howard, Esq.
Seyburn, Kahn, Ginn, Bess & Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075

Exhibit A

Legal Description of Berkley Twelve LLC Property

Land situated in the City of Berkley, Oakland County, State of Michigan, described as:

Lots 6 through 31, as platted, and Easterly 15 feet of vacated Mortenson Boulevard adjacent to and West of Lot 19, as platted and public alley abutting Lots 6 through 19 on the South thereof; Westerly 20 feet of vacated Mortenson Boulevard adjacent to and East of Lot 20 and Westerly 20 feet of Brookline Street adjacent to and East of Lot 6, as platted, Stephenson-Barber's Roseland Subdivision as recorded in Liber 31, Page 5 of Plats, Oakland County Records.

Tax Item No. **25-17-127-001 (Lots 6-19)**
 25-17-126-004 (Lots 20-31)

Commonly Known as: **1695 West Twelve Mile Road**

31005

Exhibit B

Legal Description of Berkley Twelve II Property

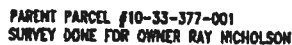
Land situated in the City of Berkley, Oakland County, State of Michigan, described as:

**Lots 32 to 43, inclusive, Lots 44 to 55 inclusive, Stephenson-Barbers
Roseland Subdivision, as recorded in Liber 31, Page 5 of Plats, Oakland
County Records**

Tax Item No. 25-17-126-002 (Lots 44-55)
25-17-126-003 (Lots 32-43)

Commonly Known as: 1949 West Twelve Mile Road

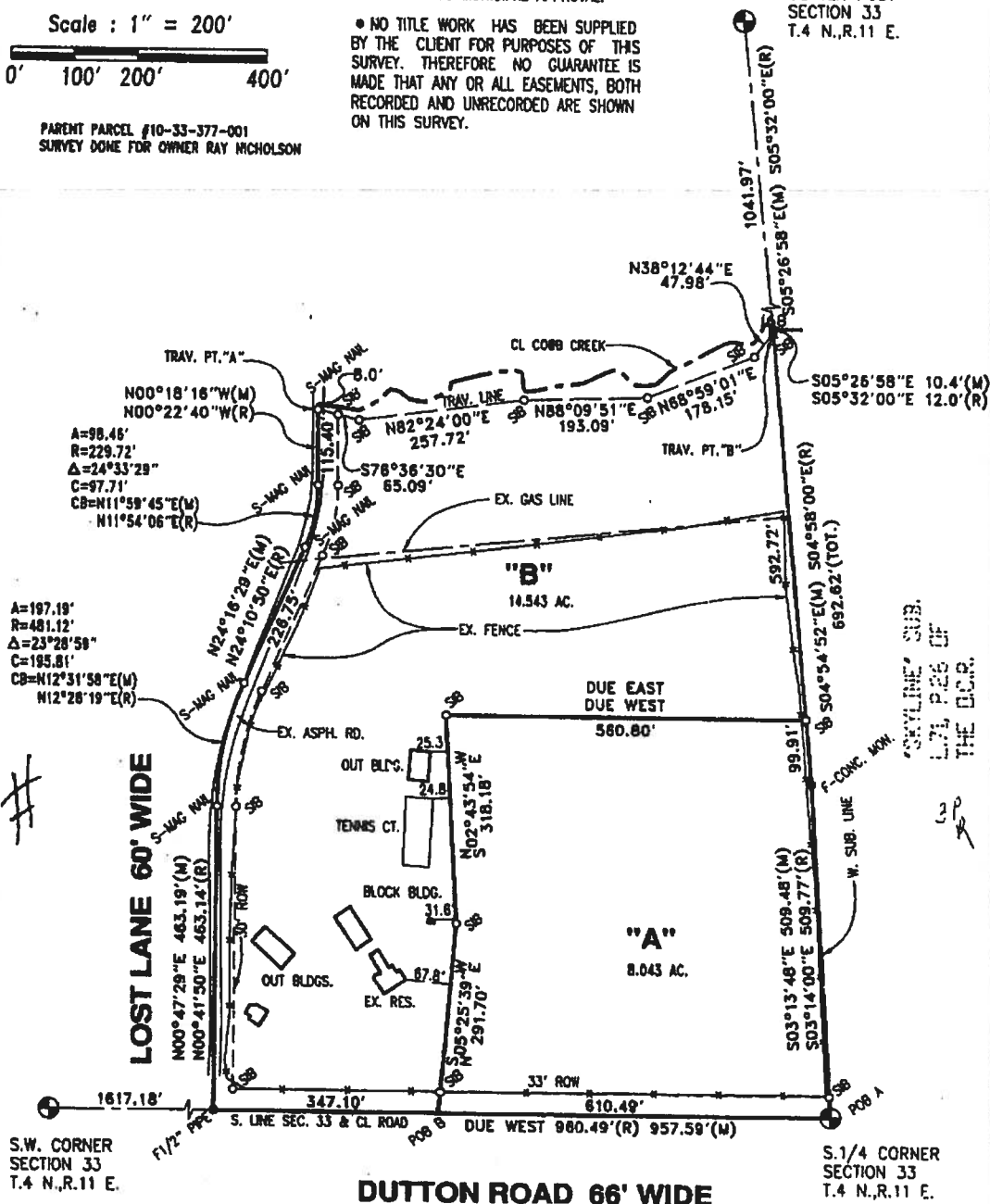
[illegible]



• BEARINGS IN RELATION TO RECORD
TITLE DESCRIPTION.

•

• NO TITLE WORK HAS BEEN SUPPLIED BY THE CLIENT FOR PURPOSES OF THIS SURVEY. THEREFORE NO GUARANTEE IS MADE THAT ANY OR ALL EASEMENTS, BOTH RECORDED AND UNRECORDED ARE SHOWN ON THIS SURVEY.



O.K. - LG

I hereby certify that I have surveyed and mapped the land above platted and/or described on December 21, 2000 and that the ratio of closure on the unadjusted field observations of such survey was 1/96,950 and that all of the requirements of P.A. 132 1970 as amended have been complied with.

RETURN TO:

REV 1-03-01
REV 7-19-00



CIVIL ENGINEERS PLANNERS LAND SURVEYORS
8800 23 MILE ROAD SHELBY TWP., MI 48310-4810

FB = Found Iron Bar ●
 FP = Found Iron Pipe ●
 SEB = Set Iron Bar/Cap ○
 R = Record Distance
 M = Measured Distance
 C = Calculated

WARREN C. AVEY
LICENSED LAND SURVEYOR
No. 30076

Date 6-16-00
Drawn C.N.R.
Check W.C.A.
Sheet 1 of 3
Fld. Bk.
Job No.
970945-5348

O.K. - ftc

H:\SC\LEGAL\DE970945\ALTERNATE.DWG

Parcel "A"

Part of the Southwest 1/4 of Section 33, T.4N., R.11E., Oakland Township, Oakland County, Michigan is described as: Beginning at the South 1/4 Corner of Section 33; thence along the South line of Section 33 and centerline Dutton Road Due West, 610.49 feet; thence N.05°25'39"E., 291.70 feet; thence N.02°43'54"W., 318.18 feet; thence Due East, 560.80 feet to a point on the West line of "Skyline" subdivision as recorded in Liber 71, Page 26 of the Oakland County Records; thence along said line S.04°54'52"E. measured, (S.04°58'00"E. record), 99.91 feet; thence continuing S.03°13'48"E., 509.48 feet measured, (S.03°14'00"E., 509.77 feet record) to the Point of Beginning and containing 8.043 acres.

Subject to the rights of the public for highway purposes along Dutton Road and to all easements both recorded and unrecorded.

Parcel "B"

p10-33-377-001

Part of the Southwest 1/4 of Section 33, T.4N., R.11E., Oakland Township, Oakland County, Michigan is described as: Commencing at the South 1/4 Corner of Section 33; thence along the South line of Section 33 and centerline Dutton Road Due West, 610.49 feet to the Point of Beginning; thence continuing along said line Due West, 347.10 feet to a point on the centerline of Lost Lane; thence along said line the following five courses N.00°47'29"E., 463.19 feet measured, (N.00°41'50"E., 463.14 record); thence along a curve concave to the East of radius 481.12 feet, a central angle of 23°28'59", whose chord bears N.12°31'58"E. measured, (N.12°26'19"E. record), 195.81 feet, an arc distance of 197.19 feet; thence N.24°16'29"E. measured, (N.24°10'50"E. record), 226.75 feet; thence along a curve concave to the West of radius 229.72 feet, a central angle of 24°33'29", whose chord bears N.11°59'45"E. measured, (N.11°54'06"E. record), 97.71 feet, an arc distance of 98.46 feet; thence N.00°13'16"W. measured, (N.00°22'40"W. record) 115.40 feet to a point on an intermediate traverse line said point being traverse point "A"; thence continuing N.00°18'16"W. measured, (N.00°22'40"W. record) 8.0 feet to a point on the centerline of Cobb Creek; thence Northeasterly along the centerline of Cobb Creek to a point on the West line of "Skyline" subdivision as recorded in Liber 71, Page 26 of the Oakland County Records, all witnessed by and described along a traverse line running from traverse point "A" the following five courses; thence S.76°36'30"E., 65.09 feet; thence N.82°24'00"E., 257.72 feet; thence N.88°09'51"E., 193.09 feet; thence N.68°59'01"E., 178.15 feet; thence N.38°12'44"E., 47.98 feet to traverse point "B" said point being S.05°26'58"E., 10.4 feet measured, (S.05°32'00"E., 12.0 feet record) along the West line of said "Skyline" subdivision from the centerline of Cobb Creek; thence along said line S.04°54'52"E. measured, (S.04°58'00"E. record), 592.72 feet; thence Due West, 560.80 feet, thence S.02°43'54"E., 318.18 feet; S.05°25'39"W., 291.70 feet to the Point of Beginning and containing 14.543 acres.

Subject to the rights of the public for highway purposes along Dutton Road and Lost Lane and to all easements both recorded and unrecorded.

p10-33-377-001

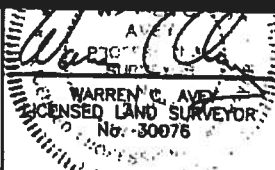
REV 1-03-01
REV 7-19-00

PHONE 810 731-8030
FAX 810 731-2809
**URBAN
LAND
CONSULTANTS®**

CIVIL ENGINEERS PLANNERS LAND SURVEYORS
8800 22 MILE ROAD SHELBY TWP., MI 48316-4818

LEGEND

- FB = Found Iron Bar
- FP = Found Iron Pipe
- SB = Set Iron Bar/Cap
- R = Record Distance
- M = Measured Distance
- C = Calculated



Date 6-16-00
Drawn C.N.R.
Check W.C.A.
Sheet 2 of 3
Fld. Bk.
Job No.
970945-5346

LIBR 22233 PG 720

Witnesses:

S.W. Corner Section 33 f- 3/4" bar w/remon. cap
NE-33.69' to PK nail in brass disc #22445 in 6" Locust.
SE-61.41' to PK nail in brass disc #22445 in 16" Locust.
S-59.47' to PK nail in brass disc #22445 in U. Pole.
NNW-35.50' to PK nail in brass disc #22445 in U. Pole.

S.1/4 Corner Section 33 f- 5/8" bar w/remon. cap #22445
N05°W-15.16' to PK nail in brass disc #22445 in S. face of 10" Maple.
N20°W-29.82' to PK nail in brass disc #22445 in S.W. face of 20" Cherry.
S10°E-21.22' to PK nail in brass disc #22445 in W. face of 14" Maple.
S45°W-33.88' to PK nail in brass disc #22445 in S. face of 20" Maple.

Center Post Section 33 f- concrete monument
SW-30.11' to PK nail in washer tag #21563 in NW face 30" Oak.
WNW-17.00' to Mag nail in S. face 18" Cherry.
N-45.93' to Mag nail in W. face 14" Cherry.
E-32.11' to Mag nail in S. face 12" Oak.

REV 1-03-01
REV 7-19-00

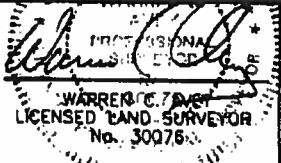


PHONE 810 731-8030
FAX 810 731-2605
**URBAN
LAND
CONSULTANTS®**

CIVIL ENGINEERS PLANNERS LAND SURVEYORS
8800 23 MILE ROAD SHELBY TWP., MI 48316-4818

LEGEND

FIB = Found Iron Bar @
FIP = Found Iron Pipe @
SIB = Set Iron Bar/Cap @
R = Record Distance
M = Measured Distance
C = Calculated



Date 6-16-00
Drawn C.N.R.
Check W.C.A.
Sheet 3 of 3
Fld. Bk.
Job No.
970945-5346

November 18, 2019 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the Macomb County Cooperative Bid Program purchase of two (2) 2020 Ford F250 pickup trucks and a 2020 Ford F550 truck chassis at a total cost of \$108,262 from Signature Ford of Owosso, Michigan.

Ayes:

Nays:


Justification:

1. Two (2) new F250 (10,000 lbs. GVWR) 4X4 pickup trucks were designated for purchase in the 2019-2020 Fiscal Year in accordance with the City of Berkley Capital Equipment Replacement Program (CERP). These vehicles are targeted to replace existing #9 (2000) and #10 (2010).
2. A new F550 (19,500 lbs. GVWR) 4X4 truck chassis has also been designated for purchase in the 2019-2020 Fiscal Year. The hook truck body for this vehicle was previously approved by City Council at the August 12, 2019 meeting. The body was ordered first as the lead time for fabrication of the hook body is significantly longer than the delivery time for the chassis.
3. The new vehicle pricing is per the Macomb County Cooperative Bid Program at a significant discount over MSRP (list price). The F250 trucks are offered at a cost of \$34,048 each and the F550 at a cost of \$40,166 which includes various options and accessories.
4. The trucks come with a 36,000 miles or 36 months factory bumper-to-bumper warranty and a 60,000 miles or 60 months powertrain warranty with service provided by a local Ford dealer.
5. \$90,000 has been appropriated for the two (2) F250 trucks in the current budget under account number 101-441-985-000 (General Fund-Vehicles) and \$50,000 appropriated for the F550 chassis under account number 592-536-985-000 (Water/Sewer-Vehicles).
6. Snow plow attachments and lift gates will be purchased at a later date.
7. Existing replacement vehicles are expected to be sent to public auction.

Transmittal Memo

To: Matthew Baumgarten, City Manager

Cc: Mark Pollock, Finance Director

From: Derrick Schueller, DPW Director 

Date: November 5, 2019

Subject: Recommendation for Award-Two (2) 2020 Ford F250 Pickup Trucks and a 2020 Ford F550 Truck Chassis
Macomb County Cooperative Bid Program

As part of the FY 2019-2020 budget process, funds were allocated in the Capital Equipment Replacement Plan (CERP) for the purchase of two (2) new F250 4X4 pickup trucks. These replacement trucks will be used for a variety of tasks including winter maintenance, traffic control/signs and grounds maintenance. A carry forward purchase for a new F550 4X4 truck chassis was also designated in the current fiscal year. This chassis corresponds to a hook truck body already approved by City Council in August 2019.

This bulk purchase will be made through the Macomb County Cooperative Bid Program as administered by Signature Ford of Owosso, Michigan (see attached). This program allows local units of government to buy a variety of fleet vehicles at a significant discount over MSRP or list price. Public Safety also regularly takes advantage of this purchasing program. Please see summary table below:

Vehicle	Macomb Co. Base Bid Price	Added Options	Total City Price	MSRP (List Price)
2020 Ford F250 Super Cab 4X4 (GVWR 10,000 lbs.)	\$27,423	\$6,625	\$34,048	\$47,200
2020 Ford F250 Super Cab 4X4 (GVWR 10,000 lbs.)	\$27,423	\$6,625	\$34,048	\$47,200
2020 Ford F550 Chassis 4X4 (GVWR 19,500 lbs.)	\$33,561	\$6,605	\$40,166	\$51,600

As noted in the table, a handful of options will be added to the base trucks including an engine block heater, heavy duty alternator, trailer brake controls, snow plow prep package, spray-in bedliner and exterior backup alarm. The vehicles come with a 36,000 miles or 36 months factory bumper-to-bumper warranty and a 60,000 miles or 60 months powertrain warranty with service handled by any local Ford dealer. Please note snow plow attachments and lift gates will be purchased at a later date.

We recommend moving forward with the Signature Ford bulk purchase in an amount not to exceed \$108,262. Funds are allocated in the 2019-2020 Fiscal Budget under account numbers 101-441-985-000 and 592-536-985-000.

Please note the existing replacement vehicles are planned to be sent to a public auction.

Feel free to contact our office with any questions or concerns.

34,048 x 2

Macomb# 21-18 T.4, T.5, T.6, T.7, T.8, T.9

2020 F-250 Reg. Cab, SuperCab, Crew Cab

Major Standard Equipment

MECHANICAL

- Brakes – Four-Wheel Disc Anti-lock Brake System (ABS)
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel)
- Transmission TorqShift®-G six-speed automatic w/SelectShift®
- Fuel Tanks
 - 29 Gallon (Diesel Engine) – 142" or 148" Wheelbase
 - 34 Gallon (Diesel Engine) – 160" or 164" Wheelbase
 - 34 Gallon (Gas Engine) – NA 176" Wheelbase
 - 48 Gallon (Gas Engine) – 176" Wheelbase
 - 48 Gallon (Diesel Engine) – 176" Wheelbase

EXTERIOR

- Bumpers – front & rear, black painted
- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Front License Plate Bracket
- Fender vents – front
- Front License Plate Bracket
- Glass – solar-tinted
- Grille – black painted
- Handles – door & tailgate, black
- Jack
- 2-Ton mechanical
- Lamps – pickup box and cargo area
- Manual Locking Hubs (4x4)
- Moldings – tailgate and box-rail
- Pickup box – partitionable & stackable
- Spare tire, wheel, lock & frame mounted carrier
- Splash Guards/Mud Flaps – Front (F-450 only)
- Tailgate – Removable w/key lock
- "Three-Blink" lane change signal
- Tow hooks – front, two (2)
- Trailer Sway Control
- Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector
- Wheels
 - 17" Argent Painted Steel w/painted hub covers/center ornaments
 - Manual Locking Hubs (4x4)
 - Spare tire, wheel, lock & carrier
- Windshield wipers – intermittent

INTERIOR/COMFORT

- 2.3" Productivity Screen in IP Cluster
- Air conditioning – manual, single zone
- Cabin Air Particulate Filter
- Convenience
 - Coat hooks – LH/RH color-coordinated
 - Dash top tray
 - Dome Lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - Powerpoint, auxiliary
- Door-trim – armrest/grab handle & reflector
- Floor covering – Black, full length vinyl
- Headliner – color-coordinated cloth
- Hood release
- Horn – dual electric
- Instrument panel – color-coordinated w/dual glove box, 4 air registers w/positive shut off, powerpoint
- Instrumentation – Multi-function switch message center w/Ice Blue® Lighting
 - Mirror – rearview 11.5" day/night
 - Outside Temperature Display
 - Overhead console w/dual storage bins and map lights (NA Regular Cab)
 - Powerpoint – auxiliary two (2) in instrument panel
 - Scuff plates – front, color-coordinated
 - Seats – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint
 - Steering – power
 - Steering damper

- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror
- Window – Rear, fixed
- Windshield wipers – intermittent

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Belt-Minder® (front safety belt reminder)
 - chime & flashing warning light on I/P if belts not buckled
- Center High-mounted Stop Lamp (CHMSL)
- Child tethers (Regular Cab, front-passenger and all rear-seating positions)
- Driver and passenger frontal airbag; passenger side deactivation Switch
- Headlamps – Quad beam jewel effect halogen
- Individual Tire Pressure Monitoring System (TPMS)
- Mirrors – manually telescoping two-way fold trailer tow with manual glass
- Rear View Camera
- Safety belts – w/height adjustment D-ring
- Safety Belts
 - Belt-Minder® front safety belt reminder – chime and flashing warning light on instrument cluster if belts not buckled
 - Color-coordinated w/height adjustment (front-outboard seating positions only)
- SecuriLock® Passive Anti-Theft System (PATS); includes MyKey® owner controls feature
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)
- Safety Canopy® System (incl. side-curtain airbags)
- SecuriLock® Passive Anti-Theft System; includes MyKey® owner controls feature (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control
- Underhood service light

DRIVER ASSIST

- AutoLamp (Auto On/Off Headlamps)
 - Automatic High Beam
 - Hill Start Assist
- #### **FUNCTIONAL**
- Alternator 157 Amp
 - Axle
 - Twin I-beam front axle w/coil spring suspension (narrow front track) – 4x2
 - Mono-beam front axle w/coil spring suspension (narrow front track) – 4x4
 - Rear – Non-Limited-Slip
 - Audio – AM/FM stereo/MP3 Player (four (4))
 - Battery
 - Gas engine – 650-CCA, 72-AH (XL only)
 - Diesel engine – 750-CCA, 78-AH, dual
 - FordPass™ Connect 4G Wi-Fi Modem
 - 4G LTE Wi-Fi hotspot connects up to 10 devices
 - Remotely start, lock and unlock vehicle
 - Schedule specific times to remotely start vehicle
 - Locate parked vehicle
 - Check vehicle status
 - Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
 - Oil minder system (6.2L Gas engine)
 - Shock absorbers – heavy-duty gas
 - Stabilizer bar – front
 - Rear axle
 - Non-Limited-Slip
 - SYNC®
 - Enhanced Voice Recognition Communication and Entertainment System
 - 911 Assist®
 - 4.2" LCD Center Stack screen
 - AppLink®

9950# GVWR Regular Cab 8 Ft. Box, 142"WB, 10000# GVWR

<input type="checkbox"/>	Base Price 4x2 (F2A/600a), (T.4)	\$22,411.00
<input type="checkbox"/>	Base Price 4x4 (F2B/600a), (T.6)	\$24,864.00
<input type="checkbox"/>	Base Price 4x4 (F2B/600a), (T.9) (6.7L Diesel Engine)	\$32,649.00

10000# GVWR SuperCab 6 3/4 Ft. SHORT Box, 148"WB, 10000# GVWR

<input type="checkbox"/>	Base Price 4x2 (X2A/600a)	\$23,860.00
<input type="checkbox"/>	Base Price 4x4 (X2B/600a), (T.7)	\$26,312.00

10000# GVWR SuperCab 8 Ft. Box, 164"WB, 10000# GVWR

<input type="checkbox"/>	Base Price 4x2 (X2A/600a), (T.5)	\$24,036.00
<input checked="" type="checkbox"/>	Base Price 4x4 (X2B/600a) (T.8)	\$27,423.00

10000# GVWR Crew Cab 6 3/4 Ft. SHORT Box, 160" WB, 10000# GVWR

<input type="checkbox"/>	Base Price 4x2 (W2A/600a)	\$24,966.00
<input type="checkbox"/>	Base Price 4x4 (W2B/600a)	\$27,423.00

10000# GVWR Crew Cab 8 Ft. Box, 176" WB, 10000# GVWR

<input type="checkbox"/>	Base Price 4x2 (W2A/600a)	\$25,141.00
<input type="checkbox"/>	Base Price 4x4 (W2B/600a)	\$27,603.00

Price**Available Standard Options****Reg.&Super/Crewcab**

<input type="checkbox"/>	6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.
<input type="checkbox"/>	7.3L 2V DECVT NA PFI V8 Gas/TorqShift 10-Spd Auto.
	2,045.00

<input type="checkbox"/>	CNG/LPG Fuel Capable Engine (w/ 6.2L only)
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☒ Engine Block Heater

100.00

<input type="checkbox"/>	Seats, 40/20/40 Split Bench Cloth
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<input type="checkbox"/>	Seat, Vinyl High Back Buckets (Regular Cab only)
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<input type="checkbox"/>	Seats, Cloth High Back Buckets
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<input type="checkbox"/>	Tires, LT245/75Rx17E All-Terrain (5)
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<input type="checkbox"/>	Tires, LT265/70R17E OWL All-Terrain (4)(Spare is BSW)
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<input type="checkbox"/>	CNG/LPG Prep Fuel Capable Engine
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<input type="checkbox"/>	Engine Idle Shutdown (avail. w/6.7L diesel Only)
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250.00

<input type="checkbox"/>	Operator Commanded Regeneration (OCR) (6.7L Diesel Only) 98R
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250.00

<input type="checkbox"/>	Power Windows, Locks, Heated Mirrors, and Remote
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915.00/1125.00cc

Keyless Entry

<input checked="" type="checkbox"/>	Powercode Remote Start System (Req. Power Equip. Grp 90L) 76S	250.00
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<input checked="" type="checkbox"/>	Privacy Glass with Heated Backlight/Rear Window Defrost	43B/924 90.00
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(Requires Power Equipment 90L/54K)

<input type="checkbox"/>	Dual Alternators, Diesel only (total of 377 amps)	67B 115.00
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<input type="checkbox"/>	Alternator 240 amp (6.2L Gas Only)	67E 85.00
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<input type="checkbox"/>	Alternator 397 amp w/Dual Batteries (78 Amp.) (7.3L Gas Only)	67B/86M 325.00
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<input type="checkbox"/>	Alternator 397 amp (6.7L Diesel Only)	67B 115.00
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Option

99T/44G	10,495.00
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99N/44G

98F	315.00
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41H

100.00

1S	100.00/315.00
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LS	355.00
----	--------

4S	515.00/615.00
----	---------------

TBM	165.00
-----	--------

TCD	455.00
-----	--------

98F	315.00
-----	--------

63T

90L/54K

<input checked="" type="checkbox"/>	Dual Batteries (78 Amp.) (Gas Engines Only)	86M	210.00	
<input checked="" type="checkbox"/>	110V/400W Outlet (Includes 240 Amp Alternator 67E)	43C/67E	160.00	
<input checked="" type="checkbox"/>	Keys Extra (Regular) \$75.00 x <u>2</u> =	Sig	75.00 ea	150
<input checked="" type="checkbox"/>	Keys Extra (With Power Group) \$220.00 x <u>1</u> =	Sig	220.00 ea	220
<input checked="" type="checkbox"/>	Trailer Brake Controller	52B	270.00	
<input type="checkbox"/>	Transmission Power Take-Off Provision	62R	280.00	
<input type="checkbox"/>	Cab Steps Molded Black	18B	320.00/445.00	
<input checked="" type="checkbox"/>	Reverse Vehicle Aid Sensor	76R	245.00	
<input type="checkbox"/>	Roof Clearance Lights	592	80.00	
<input type="checkbox"/>	Tailgate Step, Incl. Tailgate Assist, Step & Handle	85G	375.00	
<input checked="" type="checkbox"/>	Speed Control	525	235.00	
<input checked="" type="checkbox"/>	Upfitter Switches (6) located in overhead console)	66S	165.00	
<input checked="" type="checkbox"/>	Upfitter Interface Module	18A	295.00	
<input type="checkbox"/>	9900 GVWR Package	68D	100.00	
<input type="checkbox"/>	4x4 Off-Road Pkg (Incl. Skid Plates, E-Locking Axle & AT Tires)	17X/X3E/TBM	950.00	
<input checked="" type="checkbox"/>	Snow Plow Prep Package (N/A with 67H)	473	250.00	
<input type="checkbox"/>	Camper Package	471	160.00	
<input type="checkbox"/>	Snow Plow/Camper Package	47B	245.00	
<input type="checkbox"/>	Suspension Package, Heavy Service (N/A with 473)	67H	125.00	
<input type="checkbox"/>	XL Decor Group (Chrome front and rear step bumper, Bright	17F		
	220.00			
	chrome hub covers and center ornaments)			
<input checked="" type="checkbox"/>	XL Value Pkg (Chrome front and rear step bumper, Bright	96V	725.00	
	Chrome Hub Covers and Center Ornaments & Cruise Control)			
<input checked="" type="checkbox"/>	Fleet Drivers Assistance Package (Power Equipment Group, 96F/90L			1910.00
	1910.00			
	BLIS® (Blind Spot Information System) w/Cross-Traffic Alert			
	And Trailer Tow (BLIS sensor in taillamp), Lane-Keeping Alert,			
	Pre-Collision Assist with Automatic Emergency Braking (AEB)			
	And Forward Collision Warning			
<input type="checkbox"/>	STX APPEARANCE PACKAGE (AM/FM Stereo MP3 player 17S		1825.00	
	(speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew			
	Cab), Bright Chrome Grille, Bright Hub Covers, Chrome Front and Rear			
	Step Bumpers, Cruise Control, STX Fender Vent Badge,			
	18" Sparkle Silver Painted Cast Aluminum Wheels (648), and			
	LT275/65Rx18E BSW A/S (TCH)			
<input type="checkbox"/>	Pickup Box Delete (8' box only)(Not Available w/7.3L V8)	66D	(465.00)	
<input type="checkbox"/>	Rearview Camera Prep Kit for Box Delete (Includes Loose	872	470.00	
	Camera, Wiring Bundle, and Electrochromic Mirror w/Video			
	Display)			
<input type="checkbox"/>	Heavy Service Package for Pickup Box Delete Only	63R	125.00	
<input type="checkbox"/>	Spare Tire & Rim (for Box delete only)	512	295.00	
<input checked="" type="checkbox"/>	Axle, Electronic Locking	X3	390.00	
<input type="checkbox"/>	Daytime running Lights	942	45.00	
<input type="checkbox"/>	Skid Plate Package	41P	100.00	
<input checked="" type="checkbox"/>	Box Link Cleats	66B	75.00	
<input type="checkbox"/>	Drop in Plastic Bedliner	85L	350.00	
<input checked="" type="checkbox"/>	Tough Bed (Spray-in-bedliner)	85S	595.00	
<input type="checkbox"/>	Bed Mat (N/A w/85S Tough Bed Spray-in-Bedliner)	85M	180.00	

<input type="checkbox"/> Splash Guards/Mud Flaps	61S/62S	130.00
<input type="checkbox"/> Wheel Well Liner (Front)	61L	180.00
<input checked="" type="checkbox"/> Wheel Well Liner Front and Rear	61N	325.00
<input checked="" type="checkbox"/> Exterior Backup Alarm	76C	140.00
<input checked="" type="checkbox"/> LED Box Light (Not Available with LED Warning Strobes 91S)	66L	60.00
<input type="checkbox"/> LED Warning Strobes-Amber	91S	655.00

Colors for F-250

Exterior Colors

Race Red
Blue Jeans Metallic
Iconic Silver Metallic
Agate Black
Oxford White
Magnetic Metallic
Stone Gray

[PQ]
[N1]
[JS]
[UM]
[Z1]
[J7]
{D1}

Interior Steel (Grey)

SPECIAL PAINT

School Bus Yellow Add \$660.00
Omaha Orange Add \$660.00
Green Gem Add \$660.00

[BY]
[MB]
[W6]

27,423. +
100. +
250. +
90. +
210. +
160. +
150. +
220. +
270. +
245. +
165. +
295. +
250. +
725. +
1,910. +
390. +
75. +
595. +
325. +
140. +
60. =
34,048. *

\$40,166

Macomb Co# 21-18. T.13
2020 F-550 DRW-Chassis Cab
Reg. Cab, SuperCab, Crew Cab
Major Standard Equipment

MECHANICAL

- Brakes – Four-wheel Disc Brakes; Anti-lock Brake System
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
 - 7.3L 2V DEVCT NA PFI V8 Gas (F-450/F-550)
- Transmission – Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal, Tow/Haul, Eco & Deep Sand/Snow_

EXTERIOR

- Bumper – front, black painted
- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Fender vents – front
- Front License Plate Bracket
- Fuel Tank
 - 40 gallon aft axle (F-350 DRW/F-450/F-550)
- Glass – solar-tinted
- Grille – black painted
- Manual Locking Hubs (4x4)
- Scuff plates – front, color-coordinated
- Splash Guards/Mud Flaps – Front (F-450/550 only)
- "Three Blink" Lane change signal
- Tow hooks – front (2)
- Trailer wiring – 7 wire harness w/relays, blunt cut & labeled
- Tires 225/70R19.5G BSW A/P
- Wheels
 - F-450 & F-550 – 19.5" Argent Painted Steel
 - Manual Locking Hubs (4x4)
- Windshield Wipers – intermittent

INTERIOR/COMFORT

- 2.3" Productivity Screen in IP Cluster Instrumentation Center – Multifunction switch message center display with Ice Blue® Lighting
- 12V Powerpoint, auxiliary
- Air conditioning – single-zone, manual
- Air conditioning vents – black w/chrome ring and knob
- Cabin Air Particulate Filter
- Convenience
 - Coat hooks, LH/RH color-coordinated
 - Dash top tray
 - Dome lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - 12V Powerpoint, auxiliary
- Door-trim – armrest/grab handle and reflector
- Floor covering – black, full length vinyl
- Gauges and Meters – Fuel, Transmission Temperature, EngineCoolant Temperature, Oil Pressure (Gas engine) and Turbo (Diesel engine) Gauges; Speedometer, Odometer and Tachometer
- Headliner – color-coordinated cloth
- Instrument panel – color-coordinated w/dual glove boxes, four (4) air registers w/positive shut-off and powerpoint
- Instrumentation Center
 - 2.3" LCD Productivity Screen in IP Cluster
- Mirror – rearview 11.5" day/night
- Outside Temperature Display

- Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side)
- Steering damper
- Steering – power
- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead
- Upfitter switches – 6 located in Overhead Console
- Window – Rear, fixed

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Child tethers (Regular Cab front-passenger and all rear-seating positions)
- Headlamps – Quad beam jewel effect halogen
- Lamps – LED Roof marker/clearance
- Mirrors – manually telescoping two-way fold trailer tow with manual glass
- Safety Belts
 - Belt-Minder® (front safety belt reminder) – chime and flashing warning lights on I/P if belts not buckled
 - Color-coordinated safety belts w/height adjustment (frontoutboard seating positions only)
- Safety Canopy® System (incl. side-curtain airbags)
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)
- Underhood service light

DRIVER ASSIST

- AutoLamp – Auto On/Off Headlamps
- Automatic High Beam
- FordPass™ Connect 4G Wi-Fi Modem
 - 4G LTE Wi-Fi hotspot connects up to 10 devices1
 - Remotely start, lock and unlock vehicle2
 - Schedule specific times to remotely start vehicle2
 - Locate parked vehicle2
 - Check vehicle status2
- SYNC®
 - Enhanced Voice Recognition Communication and Entertainment
 - 911 Assist®
 - 4.2" LCD Center Stack screen
 - AppLink®
 - Smart-Charging USB-C port – one (1)

FUNCTIONAL

- Alternators:
 - 7.3L 2 Valve Gas – 240 AMP
 - 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – 220 AMP
- Audio – AM/FM stereo (four (4) speakers)
- Hood release
- Horn – dual electric
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Shock absorbers – heavy-duty gas
- Springs, rear auxiliary
- Stabilizer bars – front & rear

- 18,000# GVWR, 11,500 PAYLOAD Reg. Cab 145 WB, CA 60", 18,000# GVWR, 11,200 PAYLOAD
- [] Base Price (F5G/660a) 4x2 \$30,863.00
- [] Base Price (F5H/660a) 4x4 \$33,412.00

- 18,000# GVWR, 11,400 PAYLOAD Reg. Cab WB 169, CA 84", 18,000# GVWR, 11,100 PAYLOAD
- [] Base Price (F5G/660a) 4x2 \$31,017.00
- ☒ Base Price (F5H/660a) 4x4 \$33,561.00

- 18,000# GVWR, 11,300 PAYLOAD Reg. Cab 193 WB, CA 108", 18,000# GVWR, 11,000 PAYLOAD
- [] Base Price (F5G/660a) 4x2 \$31,170.00
- [] Base Price (F5H/660a) 4x4 \$33,714.00

- 18,000# GVWR, 11,100 PAYLOAD Reg. Cab WB 205, CA 120", 18,000# GVWR, 10,700 PAYLOAD
- [] Base Price (F5G/660a) 4x2 \$31,323.00
- [] Base Price (F5H/660a) 4x4 \$33,872.00

- 18,000# GVWR, 11,100 PAYLOAD SuperCab WB 168, CA 60", 18,000# GVWR, 10,800 PAYLOAD
- [] Base Price (X5G/660a) 4x2 \$32,873.00
- [] Base Price (X5H/660a) 4x4 \$35,944.00

- 18,000# GVWR, 11,000 PAYLOAD SuperCab WB 192, CA 84", 18,000# GVWR, 10,700 PAYLOAD
- [] Base Price (X5G/660a) 4x2 \$33,026.00
- [] Base Price (X5H/660a) 4x4 \$36,098.00

- 18,000# GVWR, 10,900 PAYLOAD Crew Cab WB 179, CA 60", 18,000# GVWR, 10,600 PAYLOAD
- [] Base Price (W5G/660a) 4x2 \$33,627.00
- [] Base Price (W5H/660a) 4x4 \$36,698.00

- 18,000# GVWR, 10,800 PAYLOAD Crew Cab WB 203, CA 84", 18,000# GVWR, 9,900 PAYLOAD
- [] Base Price (W5G/660a) 4x2 \$33,780.00
- [] Base Price (W5H/660a) 4x4 \$36,856.00

<u>Available Standard Options</u>	<u>Option</u>	<u>Price</u> <u>Reg.&Super/CrewCab</u>
[] 6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.	99T/44G	10,495.00
[] CNG/LPG Fuel Capable Engine (w/ 6.8L only)	98G	315.00
<input checked="" type="checkbox"/> Engine Block Heater	41H	90.00
[] Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00
[] Seat, Vinyl 40/Mini-Console/40 (Regular Cab only)	LS	355.00
[] Seats, Cloth 40/Mini-Console/40	4S	515.00/615.00
[] LT225/70Rx19.5G BSW Traction, incl. 4-Traction on the rear & 2 A/S tires on the front, Option Spare is A/S	TGM	190.00
[] LT225/70Rx19.5G BSW Max Traction-4x4 only, Continental, Incl. 4-traction tires on the rear & 2 traction tires on the front-	TGK	215.00
[] Stainless Steel Wheel Cover	945	380.00
[] Engine Idle Shutdown (avail. w/6.7L diesel Only) 15-Minutes	86C	250.00
[] Engine Idle Shutdown (avail. w/6.7L diesel Only) 20-Minutes	86D	250.00
[] Operator Commanded Regeneration (OCR) (6.7L Diesel Only)	98R	250.00
[] Rapid-Heat Supplemental Cab Heater (6.7L Diesel Only)	41A	250.00

<input checked="" type="checkbox"/>	Transmission Power Take-Off Provision	62R	280.00
<input type="checkbox"/>	Axle, Limited Slip	X4N/X4L/X8L	360.00
<input checked="" type="checkbox"/>	Power Windows, Locks, Heated Mirrors, and Remote Keyless Entry	90L/54K	915.00/1125.00cc
<input checked="" type="checkbox"/>	Privacy Glass with Heated Backlight/Rear Window Defrost (Requires Power Equipment 90L/54K)	43B/924	90.00
<input checked="" type="checkbox"/>	Utility Lighting System (LED Side-mirror Spotlights <u>Requires</u> <u>Power Equipment Group 90L/54K</u>)	63A	160.00
<input type="checkbox"/>	Speed Control	525	235.00
<input type="checkbox"/>	XL Decor Group (Chrome front bumper)	17F	220.00
<input checked="" type="checkbox"/>	XL Value Pkg (Chrome front and rear step bumper, & Cruise Control)	96V	725.00
<input type="checkbox"/>	Daytime running Lights	942	45.00
<input type="checkbox"/>	2-Ton Mechanical Jack	61J	55.00
<input checked="" type="checkbox"/>	Spare Tire & Wheel-Includes 2-ton mechanical jack	512	350.00
<input type="checkbox"/>	Dual Alternator 397 amp w/Dual Batteries (7.3L Gas Only)	67B/86M	325.00
<input type="checkbox"/>	Dual Alternator 397 amp (6.7L Diesel Only)	67B	115.00
<input type="checkbox"/>	Dual Batteries (78 Amp.) (Gas Engine Only)	86M	210.00
<input checked="" type="checkbox"/>	110V/400W Outlet (Includes Dual Alternators 397 amp (67B))	43C/67B	290.00
<input checked="" type="checkbox"/>	Upfitter Interface Module	18A	295.00
<input checked="" type="checkbox"/>	Skid Plate Transfer Case 4x4 only (SuperCab & CrewCab Only)	41P	100.00
<input type="checkbox"/>	Fuel Tank- 28 Gallon Mid-Ship-Replaces 40 gal. aft-axle tank	65M	125.00
<input type="checkbox"/>	Fuel Tank-Dual Diesel (Adds 28 Gal. Mid-Ship to the 40 Gal.Aft.)	65C	625.00
<input checked="" type="checkbox"/>	Keys Extra (Regular) \$75.00 x <u>2</u> =	Sig	75.00 ea <u>150</u>
<input checked="" type="checkbox"/>	Keys Extra (With Power Group) \$220.00 x <u>1</u> =	Sig	220.00 ea <u>220</u>
<input type="checkbox"/>	Trailer Tow Package High Capacity-Req. 6.7L Diesel & 4.30 LS Rear Axle , has after market trailer brake wiring kit, No brake controller included, Increases GCWR on diesel engine from 26,000# to 28,000#	535	1,080.00
<input type="checkbox"/>	Payload Upgrade Package (7.3L V8 & 145" WB Only, Inc. 4.88 LS Axle, Increases GVWR from 18,000# to 19,000#)	68U	1175.00
<input checked="" type="checkbox"/>	Payload Plus Upgrade Package(N/A w 145"WB w/Gas Engine, Inc. 4.88 LS Axle, Increases GVWR from 18,000# to 19,500#)	68M	1515.00
<input type="checkbox"/>	Low Deflection Package-recommended for rear-biased loading, such as wreckers/retriever application, N/A with 141" WB	86S	110.00
<input checked="" type="checkbox"/>	Integrated Trailer Brake Controller	52B	270.00
<input type="checkbox"/>	Cab Steps-Black Molded	18B	320.00/445.00
<input type="checkbox"/>	Extra HD Front End Suspension – GAWR 7,500 lbs	67P	285.00
<input type="checkbox"/>	Extra Heavy Suspension Package(N/A 67H or 473)	67X	125.00
<input type="checkbox"/>	Suspension Package, Heavy Service(N/A 67X or 473)	67H	125.00
<input checked="" type="checkbox"/>	Snow Plow Prep Package (Includes Dual Batteries (86M), and Dual Alternators 397 amp (67B). Not Available w/Option Codes 67H or 67X Suspension Packages)	473/86M/67B	575.00
<input checked="" type="checkbox"/>	Exterior Back up Alarm	76C	140.00
<input type="checkbox"/>	Rearview Camera Prep Kit (Includes Loose Camera, Wiring Bundle, and Electrochromic Mirror w/Video Display)	872	415.00
<input type="checkbox"/>	LED Warning Strokes-Amber	91S	655.00
<input type="checkbox"/>	Ambulance Prep Package(6.7L Diesel Engine Only)	47A	1205.00
<input checked="" type="checkbox"/>	Audible Lane Departure Warning with Pre-Collision Assist with Automatic Emergency Braking and Forward Collision Warning	60C/94P	230.00

Colors for F-550

Exterior Colors

Race Red
 Blue Jeans Metallic
 Iconic Silver Metallic
 Agate Black
 Oxford White
 Magnetic Metallic
 Stone Gray

[PQ]
 [N1]
 [JS]
 [UM]
 [Z1]
 [J7]
 {D1}

Interior Steel (Grey)

[]
 []
 []
 []
 []
 []
 []

SPECIAL PAINT

School Bus Yellow Add \$660.00
 Omaha Orange Add \$660.00
 Green Gem Add \$660.00

[BY]
 [MB]
 [W6]

[]
 []
 []

0. ' c

0. c

33,561. +

90. +

280. +

1,125. +

90. +

160. +

725. +

350. +

290. +

295. +

100. +

150. +

220. +

1,515. +

270. +

575. +

140. +

230. +

=

40,166. *

A RESOLUTION
of the Council of the City of Berkley, Michigan
establishing an "Ad Hoc Master Plan Steering Committee"
Coordinating the 2020 Master Planning process
for the City of Berkley

- WHEREAS,** The City of Berkley has begun engaging in the beginning phases of a Master Planning process and has retained Carlisle Wortman Associates as contractual consultants; and
- WHEREAS,** It is integral that the City create a Master Plan Steering Committee which will guide the process and work alongside City staff and Carlisle Wortman Associates in order to best represent the ideals of the community; and
- WHEREAS,** The Master Plan Steering Committee should be composed of individuals representing a variety of stakeholders and interests to best guide the Master Plan document that will benefit and serve the community as a whole.

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

- SECTION 1:** That the Council of the City of Berkley, in its intention to produce a 2020 Master Plan that best represents the goals of the community hereby establishes an "Ad Hoc Master Plan Steering Committee" comprised of the following membership:

City Manager
 Community Development Director
 One City Councilmember
 One Planning Commissioner
 One Zoning Board of Appeals Member
 One Downtown Development Authority Member
 One Berkley High School student representative
 Six to Eight Members of Various City Boards and Community Members At-Large

- SECTION 2:** The Committee membership shall be appointed by the City Manager by means of an application process and confirmed by the City Council, the Committee shall also be staffed and supported by members of City Administration; and

- SECTION 3:** The purpose of this Committee is to coordinate and manage the 2020 Master Planning process which will produce a comprehensive document representative of the community's goals and objectives; and

- SECTION 4:** This Committee shall conclude its mission within two years; and

Introduced and Passed at a Regular City Council Meeting on Monday, November 18, 2019.

 Daniel J. Terbrack, Mayor

Attest:

 Victoria Mitchell, City Clerk



Community Development
3338 Coolidge Hwy
Berkley, MI 48072
(248) 658-3320

MEMORANDUM

To: Berkley City Council
From: Erin Schlutow, Community Development Director
Subject: **Master Plan Steering Committee**
Date: November 14, 2019

In moving forward with the development of the Master Plan, we request City Council to authorize the establishment of a Master Plan Steering Committee that will work with City staff and planning consultants Carlisle Wortman Associates.

The Master Plan Steering Committee will be responsible for assisting with public engagement and outreach, reviewing in-depth documents before public meetings, sharing expertise and on-the-ground knowledge, and advising the Planning Commission on the development of the Master Plan document. The Committee members will be representatives of the community and will advocate for the plan and its implementation after adoption.

The Committee would be comprised of 13 – 15 volunteers from City staff, Boards and Commissions, business owners, community groups, students, and residents-at-large. Membership will be in existence for approximately 18 months to two years, in order to direct the preparation of the Master Plan and begin implementing the goals and objectives of the adopted document in coordination with the Planning Commission.

We have received feedback from members of the Planning Commission, Zoning Board of Appeals, the Tree Board, Citizens Engagement Advisory Committee and others who have expressed interested in serving the City of Berkley with the development of the Master Plan document. Interested applicants and qualifications can be presented at the next City Council meeting for approval and appointment, if requested by Council.

Community Master Plans have a greater chance of success and future implementation when community residents and stakeholders take ownership of the document. The Master Plan Steering Committee members would serve solely to develop the Master Plan and ensure that the adopted goals and objectives reflect the desires and needs of the community and its residents.

Thank you



BERKLEY
where you want to be

A RESOLUTION
OF THE COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
RATIFYING A ONE-YEAR TENTATIVE LABOR AGREEMENT BETWEEN THE
CITY OF BERKLEY AND THE MICHIGAN ASSOCIATION OF PUBLIC
EMPLOYEES

WHEREAS, representatives of the City and the Department of Public Works employee union Michigan Association of Public Employees have negotiated a one-year labor agreement for the time period which expires June 30, 2020; and

WHEREAS, the City and the MAPE did negotiate an agreement regarding compensation and working conditions outlined in the tentative agreement; and

WHEREAS, MAPE has notified the City Negotiation Team that its local union membership has ratified the agreement.

NOW THEREFORE BE IT RESOLVED:

SECTION 1: The City of Berkley City Council does hereby approve the proposed one-year tentative agreement between the City of Berkley and local MAPE for the time period of July 1, 2019 through June 30, 2020; and

SECTION 2: The City Manager and Finance Director/Treasurer are authorized to execute the tentative agreement on behalf of the City of Berkley, including the implementation of changes.

SECTION 3: The Mayor and City Manager are hereby authorized to execute said final agreement on behalf of the City following its execution by the officers the local MAPE, and approval of the contract by the City Manager and the City Attorney as to form and language.

Introduced and passed at a regular City Council meeting on Monday, November 18, 2019.

Daniel J. Terbrack, Mayor

Attest:

Victoria Mitchell, City Clerk

I, Victoria Mitchell, being duly appointed City Clerk of the City of Berkley; hereby certify that this is a true and correct copy of **Resolution No. R-36-19**, which was approved by the Berkley City Council at its regular meeting, held on Monday, November 18, 2019.

Victoria Mitchell, City Clerk

AN ORDINANCE
of the City Council of the City of Berkley, Michigan
to Add New Article XV, Marihuana Businesses, to Chapter 30, Businesses,
of the City of Berkley Code of Ordinances to Adopt Local Licensing Regulations and
Operational Standards for Marihuana Businesses.

THE CITY OF BERKLEY ORDAINS:

SECTION 1: New Article XV shall be added to Chapter 30 of the Berkley City Code, as follows:

ARTICLE XV. – MARIHUANA BUSINESSES

Sec. 30-900. – Purpose.

The purpose of this Article is to exercise the City of Berkley’s regulatory authority to locally license and regulate Marihuana Businesses, including Marihuana Retail Establishments, Marihuana Provisioning Centers, Marihuana Microbusinesses, Marihuana Grower Facilities, Marihuana Safety Compliance Facilities, Marihuana Secure Transporters, Marihuana Processor Facilities, Designated Consumption Establishments, Marihuana Event Organizers, and Temporary Marihuana Events to the extent permissible under state and federal laws and regulations, and to protect and promote the public health, safety, and welfare of the City and its residents.

Sec. 30-901. – Definitions.

Except as expressly defined differently, words and phrases in this Article shall have the same meanings ascribed to them as in the Michigan Medical Marihuana Act, Michigan Medical Marihuana Facilities Licensing Act, Marihuana Tracking Act, Michigan Regulation and Taxation of Marihuana Act, Michigan Zoning Enabling Act, and the administrative rules and regulations promulgated by the State of Michigan and the Michigan Department of Licensing and Regulatory Affairs, as amended.

- (1) “Applicant” means an individual, person, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust, or other legal entity or other business entity who applies for a license to operate a marihuana business in the City.
- (2) “City” means the City of Berkley, Michigan.
- (3) “Cultivate” means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana plant by manual or mechanical means.
- (4) “Co-Locate” or “Co-Location” means any combination of growers, processors, and/or marihuana retail establishments that may operate as separate marihuana businesses at the same physical location.

- (5) “Industrial hemp” means a plant of the genus cannabis and any part of that plant, whether growing or not, with a delta-9 tetrahydrocannabinol concentration that does not exceed 0.3% on a dry-weight basis, or per volume or weight of marihuana-infused product, or the combined percent of delta-9-tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant of the genus cannabis regardless of moisture content.
- (6) “LARA” means the Michigan Department of Licensing and Regulatory Affairs.
- (7) “Marihuana” means all parts of the plant of the genus cannabis, growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including marihuana concentrate and marihuana-infused products. Marihuana does not include: (i) the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from those stalks, fiber, oil, or cake, or any sterilized seed of the plant that is incapable of germination; (ii) industrial hemp; or (iii) any other ingredient combined with marihuana to prepare topical or oral administrations, food, drink, or other products.
- (8) “Marihuana accessories” means any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marihuana into the human body.
- (9) “Marihuana concentrate” means the resin extracted from any part of the plant of the genus cannabis.
- (10) “Marihuana Business” means a marihuana grower, marihuana safety compliance facility, marihuana processor, marihuana microbusiness, marihuana retailer, marihuana provisioning center, marihuana secure transporter, or any other type of marihuana establishment or facility licensed by LARA.
- (11) “Marihuana grower” means a person licensed to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments.
- (12) “Marihuana-infused Product” means a topical formulation, tincture, beverage, edible substance, or similar product containing any usable marihuana that is intended for human consumption in a manner other than smoke inhalation. Marihuana-infused Product shall not be considered a food for purpose of the Food Law, MCL 289.1101 to 289.8111.
- (13) “Marihuana Tracking Act” or “MTA” means Public Act 282 of 2016, MCL 333.27901, et seq., as amended and all future amendments.

- (14) “Marihuana Microbusiness” means a person licensed to cultivate not more than 150 marihuana plants, process and package marihuana, and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a Marihuana safety compliance facility, but not to other marihuana establishments.
- (15) “Marihuana processor” means a person licensed to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to marihuana establishments.
- (16) “Marihuana Provisioning Center” means a licensee that is a commercial entity located in the city that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients’ registered primary caregivers.
- (17) “Marihuana retailer” means a person licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.
- (18) “Marihuana safety compliance facility” means a person licensed to test marihuana, including certification for potency and the presence of contaminants.
- (19) “Marihuana secure transporter” means a person licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments.
- (20) “Michigan Medical Marihuana Act”, or “MMMA” means the initiated law of 2008, MCL 333.26421, et seq., as amended and all future amendments.
- (21) “Michigan Medical Marihuana Facilities Licensing Act”, or “MMFLA” means Public Act 281 of 2016, MCL 333.26421, et seq., as amended and all future amendments.
- (22) “Michigan Regulation and Taxation of Marihuana Act” or “MRTMA” means, the initiated law of 2018, MCL 333.27951, et. seq., as amended and all future amendments.
- (23) “Person” means an individual, partnership, corporation, limited liability company, trust, or other legal entity.
- (24) “Primary Caregiver” or “Registered Primary Caregiver” means a person who is at least 21 years old and who has agreed to assist with a registered qualifying patient’s medical use of marihuana and who has not been convicted of any felony within the past 10 years and has never been convicted of a felony involving illegal drugs or a felony that is an assaultive crime as defined in Section 9a of Chapter X of the Code of Criminal Procedure, 1927 PA 175, MCL 770.9a.

- (25) “Process” or “Processing” means to separate or otherwise prepare parts of the marihuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marihuana concentrate or marihuana-infused products.
- (26) “Qualifying Patient” or “Registered Qualifying Patient” means a person who has been diagnosed by a physician as having a debilitating medical condition and who has a valid registry identification card issues by LARA or an equivalent approval lawfully issued under the laws of another State or other entity of the United States which identifies the person as a registered qualifying patient.
- (27) “School” means and includes buildings and grounds used for school purposes to provide instruction to children and youth in grades pre-kindergarten through 12 by a public, private, denominational, or parochial school.
- (28) “Stakeholder” means, with respect to a trust, the trustee and beneficiaries; with respect to a limited liability company, all members and managers; with respect to a corporation, whether profit or non-profit, all stockholders, directors, corporate officers or persons with equivalent titles; and with respect to a partnership or limited liability partnership, all partners and investors.
- (29) “State” means the State of Michigan.
- (30) “State license” means a license issued by LARA that allows a person to operate a marihuana business.

Sec. 30-902. – Operation without city license prohibited.

- (a) A Marihuana Business in the City must be licensed by the State and by the City pursuant to this Article. No person shall operate a Marihuana Business in the City without first obtaining a license to do so from the City. A Marihuana Business operating without a City license under this Article or without a State license is declared to be a public nuisance.
- (b) The duration of each City license for a proposed location shall be one (1) year.

Sec. 30-903. – License application.

- (a) Applications for a City license shall be submitted to the City’s Community Development Director on an application form to be provided by the City accompanied by a fee in the amount of \$5,000.00 per each license sought. The applicant shall submit one printed and one electronic copy of the completed application and supporting information to the Community Development Department. For a co-located facility, an applicant may apply for multiple licenses using one application that explicitly details the operation of the co-located facility. Each license sought will require an additional application fee of \$5,000.00 per license.
- (b) A complete application shall be made under oath and shall contain all of the following:

- (1) The applicants' and any stakeholders' names, dates of birth, mailing address, email address, and phone numbers, including emergency contact information, and a copy of a government-issued photo identification card of the applicant and stakeholders.
- (2) For a privately held corporation, all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders, not including those holding a direct or indirect ownership interest of 10% or less, and their spouses.
- (3) For a partnership or limited liability partnership, all partners and their spouses.
- (4) For a limited partnership and a limited liability limited partnership, all general and limited partners, not including a limited partner holding a direct or indirect ownership interest of 10% or less and who does not exercise control over or participate in the management of the partnership, and their spouses.
- (5) For a limited liability company, all members and managers, not including a member holding direct or indirect ownership interest of 10% or less and who does not exercise control over or participate in the management of the company, and their spouses.
- (6) If the applicant is not an individual, the articles of incorporation or organization, Internal Revenue Service SS-4 EIN confirmation letter, and the operating agreement or bylaws of the applicant, if a limited liability company or corporation.
- (7) The name and address of the proposed Marihuana Business and any additional contact information deemed necessary by the Community Development Director.
- (8) For the applicant and every stakeholder affirmation that each is at least 21 years of age.
- (9) Written consent authorizing the City's Public Safety Department to perform a criminal background check to ascertain whether the applicant and stakeholders have any convictions involving dishonesty, theft, fraud, or controlled substances.
- (10) The name, date of birth, address, copy of photo identification, and email address for any operator or employee if other than the applicant.
- (11) An affirmation whether the applicant or operator has ever had a business license revoked or suspended, and if revoked or suspended, then the reason for such revocation or suspension.
- (12) For the applicant or for each stakeholder a resume that includes any prior experience with a Marihuana business.

- (13) With respect to Marihuana Retail establishments, a description of any drug and alcohol awareness programs that will be provided or arranged for by the applicant and made available for the public.
- (14) A written description of the training and education that the applicant will provide to employees of the Marihuana Business.
- (15) A copy of the proposed business plan for the Marihuana business, including, but not limited to:
 - a. the ownership structure of the business, including percentage ownership of each person or entity; and
 - b. planned worker training programs; and
 - c. financial structure and financing of the proposed Marihuana Business; and
 - d. short and long-term goals and objectives; and
 - e. if co-location of marihuana businesses is proposed, provide an explanation of the integration of such businesses, including a drawing showing the relationship between the businesses being co-located, including floor area and the separation provided between such facilities, including identification of any points of entry, ingress or egress, and controls at each location; and
 - f. any community outreach/education plans and strategies; and
 - g. any charitable plans and strategies.
 - h. plan outlining what supply chains will be used to provide product for the Marihuana Business, accompanied by any tentative supply agreements with State certified suppliers
- (16) One of the following: (a) proof of ownership of the premises wherein the Marihuana Business will be operated; or (b) written consent from the property owner to use the premises for a marihuana business requiring licensure under this Article, together with a copy of any lease for the premises.
- (17) A description of the security plan for the Marihuana Business, including, but not limited to, any lighting, alarms, barriers, recording/monitoring devices, and/or security guard arrangements proposed for the facility and premises. The security plan must contain the specification details of each item of security equipment.
- (18) A scaled floor plan of the Marihuana Business, as well as a scale diagram illustrating the property upon which the Marihuana Business will be operated, including all available parking spaces, and specifying which parking spaces, if any, are handicapped-accessible.

- (19) Any proposed elevation drawings, and photographs or other depiction of materials to be visible on the exterior of the proposed Marihuana Business.
- (20) A scaled location area map of the Marihuana Business and surrounding area identifying the relative locations and distances to surrounding property boundaries and buildings.
- (21) A sanitation plan designed to protect against any marihuana being ingested on the premises by any person or animal, indicating how the waste and byproduct will be stored and disposed of, and how any marihuana will be rendered unusable upon disposal.
- (22) A proposed recordkeeping plan that will track payment method, amount of payment, time of sale, product quantity, and other product descriptors.
- (23) An affirmation that neither the applicant nor any stakeholder is in default to the City and that the applicant or stakeholder has not failed to pay any past-due property taxes, special assessments, fines, fee or other financial obligation to the City.
- (24) A copy of the applicant's notice of prequalification status issued by the Michigan Marihuana Regulatory Agency of LARA pursuant to Rule 7 of the Adult-Use Marihuana Establishments Emergency Rules filed with the Michigan Secretary of State on July 3, 2019.
- (25) An estimate of the number and type of jobs that the Marihuana Business is expected to create, the compensation expected to be paid for such jobs, and the projected annual budget and revenue of the Marihuana Business.
- (26) A signed acknowledgment that the applicant is aware and understands that all matters related to marihuana, growing, cultivation, possession, dispensing, testing, safety compliance, transporting, distribution, and use are currently subject to state and federal laws, rules, and regulations, and that the approval or granting of a license hereunder will not exonerate or excuse the applicant from abiding by the provisions and requirements and penalties associated therewith.
- (27) Proof of insurance covering the business and naming the City of Berkley, its elected and appointed officials, employees, and agents, as additional insured parties, primary and non-contributory available for the payment of any damages arising out of an act or omission of the applicant or its stakeholders, agents, employees, or subcontractors, in the amount of:
 - a. at least Two Million Dollars (\$2,000,000) for property damage;
 - b. at least Two Million Dollars (\$2,000,000) for injury to one (1) person; and
 - c. at least Two Million Dollars (\$2,000,000) for injury to two (2) or more person resulting from the same occurrence. The insurance policy

underwriter must have a minimum A.M. Best Company insurance ranking of B+, consistent with state law. The policy shall provide that the City shall be notified by the insurance carrier thirty (30) days in advance of any cancellation or reduction in coverages.

- (28) Any other information requested by the City considered to be relevant to the processing or consideration of the application.
- (c) Upon receipt of a completed Application and application fee, the Community Development Director shall refer a copy of the Application to appropriate City departments for their review.
- (d) An Application shall not be eligible to be considered for approval, until:
 - (1) The Public Safety and Community Development Departments have inspected the proposed location for compliance with all laws for which they are charged with enforcement and for compliance with the requirements of this Article.
 - (2) The Community Development Department verifies the proposed location of the marihuana business complies with the zoning code.
 - (3) The Community Development Department confirms the proposed marihuana business meets applicable codes and this Article.
 - (4) The City Treasurer confirms the applicant and each stakeholder and the proposed location of the Business are not in default to the City.
 - (5) The Department of Public Safety determines the applicant meets the requirements of this Article with respect to the background check and security plan.

Sec. 30-904. – License application evaluation.

- (a) The City will accept applications for a license(s) for a Marihuana Business over a fourteen (14) day period, as established by the City Manager after the effective date of this Article. At the end of the fourteen(14) day period, all properly submitted and complete Applications shall be subject to examination and review by the City. The City may, in its discretion, elect to issue or not issue licenses for any of the Marihuana Business types or issue licenses in any combination thereof, but in no instance shall issue more licenses than are permitted pursuant to the terms of this Article and State law.
- (b) The City shall review all submitted applications for completeness. If an Application is found to be incomplete, it will not be further considered until made complete. The Community Development Department shall send a letter to the applicant explaining the omitted information or defect in the application. The applicant shall have two (2) weeks from the date of the letter to correct the defect or provide the required information to the City. If the correction or additional information is not provided within two (2) weeks of the letter, the application will be deemed abandoned and will no longer be considered.

(c) Application evaluation criteria shall include:

- (1) The content and sufficiency of the information contained in the application.
- (2) Whether the proposed plan has received approval from the Public Safety Department, Community Development Department, and all other appropriate departments.
- (3) Whether the proposed facility will revitalize or redevelop property that has been vacant or unused for an extended period of time.
- (4) Planned outreach on behalf of the proposed Business, and whether the applicant or its stakeholders have made, or plan to make, significant physical improvements to the building housing the Marihuana Business, including plans to control traffic, noise, and odor effects on the surrounding area.
- (5) Whether the applicant or any of its stakeholders have a record of acts detrimental to the public health, security, safety, morals, good order, or general welfare prior to the date of the application; and whether the applicant or any of its stakeholders have ever been convicted of operating an illegal business enterprise of any kind.
- (6) Whether the applicant has reasonably and tangibly demonstrated it possesses adequate resources and experience to implement the submitted business plan.
- (7) Whether the proposed location in the City in relation to its proximity to other locations for Marihuana Businesses represents a reasonable and harmonious dispersion of Marihuana Businesses.
- (8) The proximity of the business to a school.
- (9) Whether adequate off street parking is provided or available.
- (10) Whether the size and nature of the use in relationship to previously approved and issued Marihuana Business licenses is reasonable.
- (11) Whether the applicant has business experience previously in the City and demonstrates that the applicant has sufficient business experience to operate the proposed Marihuana Business.
- (12) Whether the proposed plan incorporates sustainable infrastructure and energy efficient elements and fixtures.
- (13) Whether the proposed plan incorporates infrastructure that adequately addresses stormwater drainage.
- (14) Whether the proposed plan incorporates odor control systems to prevent odor dispersion to neighboring properties.

- (15) Whether an applicant has applied for a co-location of equivalent licenses at one location.
- (16) Other criteria as indicated important for consideration by any appropriate department of the City administration.
- (d) The City may engage professional expert consultant assistance in performing any of the duties and responsibilities under this Article.
- (e) The City shall use a point-based merit system, which shall be approved, and may be modified from time to time, by City Council resolution to provide objective review and selection. The merit system shall incorporate the evaluation criteria outlined within this article, and may include additional criteria intended to select licensees that provide the best outcome for the community as determined by the City.
 - (1) In the event of a tie among applicants through the merit system which would result in more approvals than available licenses, the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval.
 - (2) Any application receiving less than seventy (70) per cent of possible points outlined within the point-based merit system shall be automatically denied license approval.
 - (3) Applications and evaluation points yielded from a point-based merit system shall be considered for up to one hundred eighty (180) days following the close of the application period. The effective applications and points shall be used to recommend license approval should prior recommendations be declined or fail to receive license. Applications within the process may receive a one time extension not to exceed three (3) months, approved by the City Manager with proper display of good cause shown.
- (f) Within ninety (90) days of receiving the last completed application, the City Manager shall recommend applications for site plan approval to the Planning Commission. The City Manager may only recommend a number of applications for consideration equal to or less than the number of remaining licenses available for issuance. All other applicants shall be sent a written notice of rejection setting forth specific reasons why the City Manager did not recommend their application for City Council approval.
- (g) Upon receiving site plan approval from the Planning Commission, applicants shall move forward for final license approval from the City Council as recommended by the City Manager.
- (g) Upon submittal of the City Manager's recommended applications to the City Council, the City shall publish and provide public notice of the City Council meeting when the City Council will consider the license applications. Notice shall be given not less than fourteen (14) days prior to the City Council meeting. All written feedback shall be presented to the City Council.

- (h) The public notice shall be published in a newspaper of general circulation and posted at City Hall. The notice shall be sent by mail or personal delivery to the owners and occupants of property within 300 feet of the proposed marihuana business site. The public notice must include at minimum the following:
 - (1) Proposed location of the marihuana business; and
 - (2) Name of the applicant(s) or organization; and
 - (3) Intended marihuana business use; and
 - (4) Information pertaining to methods of accepting public feedback; and
 - (5) Location, date, and time of the meeting in which City Council will consider license approval.
- (i) All Marihuana Business licenses shall be effective for one (1) year following its original issuance date. Annual renewal of the license shall follow the process as outlined within this Article.

Sec. 30-905. – License limit.

- (a) The City Council finds and determines that it is in the public interest and serves a public purpose to limit the maximum number of licenses that the City may issue to three (3) Marihuana Business locations, with the acceptable uses as follows:
 - (1) Adult Use Marihuana Retail establishments;
 - (2) Medical Marihuana Provisioning Center establishments;
- (b) The City Council finds and determines that it is in the public interest and serves a public purpose to prohibit the following marihuana business uses from receiving a license from the City:
 - (1) Adult Use and Medical Marihuana Secured Transporter establishments; and
 - (2) Designated Consumption Establishments; and
 - (3) Marihuana Event Organizer; and
 - (4) Temporary Marihuana Events; and
 - (5) Adult Use and Medical Marihuana Growing Facility establishments; and
 - (6) Adult Use and Medical Marihuana Processing establishments, and
 - (7) Adult Use and Medical Marihuana Safety Compliance facilities; and
 - (8) Adult Use Marihuana Microbusiness establishments.

- (c) Should a license for a Marihuana Business become available due to expiration, revocation, or non-renewal, the City Manager shall set an application period and receive Applications for a license(s) for a Marihuana Business over a fourteen (14) day period. At the end of the fourteen (14) day period, all properly submitted and complete Applications shall be subject to examination and review by the City. The City may elect to issue or not issue licenses for any of the permitted uses or issue licenses in any combination thereof, but in no instance shall issue more licenses than are permitted pursuant to the terms of this Article.

Sec. 30-906. – Marihuana facility co-location and stacking.

Separate Marihuana Business uses, under common ownership, and with proper licensing issued by LARA for each use, shall be permitted to operate at the same location with license approval from City. Co-locating establishments must have license approval for each Marihuana Business type and use.

Sec. 30-907. – License renewal application

- (a) Application for License Renewal shall be made in writing to the Community Development Director at least thirty (30) days prior to the expiration of an existing license.
- (b) An Application for a License Renewal shall be made under oath on forms provided by the City.
- (c) An Application for a license renewal shall be accompanied by a renewal fee in an amount of Five Thousand Dollars (\$5,000), of which half will be returned if the license is not renewed. The renewal fee is established to defray the costs of the administration of this Article.
- (d) Upon receipt of a completed Application for a License Renewal meeting the requirements of this Article and the license renewal fee, the Community Development Director shall refer a copy of the Renewal Application to appropriate City departments and officials for review,
- (e) An Application for a license renewal shall be not be considered for approval unless:
 - (1) The Fire Inspector has inspected the proposed location for compliance with all laws for which they are charged with enforcement within the past calendar year;
 - (2) The Community Development Department has confirmed that the location complies with the zoning code and this Article, at the time a license is granted;
 - (3) The Building Official has confirmed that the Marihuana Business meets the City building code requirements;

- (4) The City Treasurer has confirmed that the applicant and each stakeholder of the applicant and the location of the Marihuana Business are not currently in default to the City;
 - (5) The Department of Public Safety has reviewed the Application and determined that the applicant has satisfied the requirements of this Article with respect to the background check and security plan;
 - (6) The applicant possesses the necessary state licenses or approvals, including those issued pursuant to the MMFLA;
 - (7) The applicant has operated the Marihuana Business in accordance with the conditions and requirements of this Article;
 - (8) The Marihuana Business has not been determined to be a public nuisance; and
 - (9) The applicant is operating the Marihuana Business in accordance with applicable federal, state, and local laws and regulations.
- (f) If written approval is given by each individual, department, or entity identified in Subsection (e), and the Renewal Application is found to be compliant with this Article by the Community Development Director, the Community Development Department shall issue a license renewal to the applicant. If no renewal license is issued, half of the renewal fee shall be returned. The renewal shall be deemed approved if the City has not issued formal notice of denial within sixty (60) days of the filing date of the application, unless the applicant is advised of non-compliance with this Article or incompleteness of information or any required inspection during such period.

Sec. 30-908. – Transfer of ownership, licenses generally.

- (a) Licensees shall report any change in the required information to the Community Development Department within ten (10) business days of the change. Failure to do so may result in suspension or revocation of the license.
- (b) A license approval shall not be effective, and no Marihuana Business may operate, unless the Marihuana Business has obtained a State License and the site of the proposed use and proposed structure for the Marihuana Business is properly zoned for such use, and the proposed site plan has received approval from the Planning Commission.
- (c) Licensees may transfer a license issued under this Article to a different location upon receiving written approval from the City and LARA or the board pursuant to the MMFLA and rules promulgated by LARA. In order to request City approval to transfer a permit location, the licensee must make a written request by submitting a transfer application to the Community Development Director, indicating the current license location and the proposed license location, along with any proposed development to the site. Upon receiving the written request, the Community Development Director shall refer a copy of the written request to all appropriate departments and officials including but not limited to the Department of Public Safety, the Treasury Department, the

Building Official, and the Fire Inspector. All location transfers shall be subject to review using the merit point system in effect at the time of submission. No permit location transfer shall be approved unless the newly proposed location garners at least seventy (70) per cent of the points available under the effective merit point system, each such City department or official gives written approval, following any necessary inspections, that the proposed new location meets the standards identified in this Article, MRTMA, MMMA, MMFLA, and LARA.

- (d) Licensees may transfer a license issued under this Article to a different individual or entity upon receiving written approval from the City and LARA. In order to request City approval to transfer a permit to a different individual or entity, the licensee must make a written request by submitting a transfer application to the Community Development Director, indicating the current licensee, the proposed licensee, and all required information needed to demonstrate proper qualifications as determined by the City. The City shall grant the request so long as LARA authorizes the transfer pursuant to the MRTMA, MMFLA, MMMA, and rules promulgated by LARA, and the proposed licensee meets all requirements outlined in this Article. The City reserves the right to decline any transfer of license which occurs within the first year of its original issuance.
- (e) With submission of a complete transfer application, the proposed licensee shall pay a nonrefundable application fee of Two Thousand Five Hundred Dollars (\$2,500.00) for ownership transfer or Five Thousand Dollars (\$5,000.00) for location transfer, as a means to offset costs associated with review of the proposed licensee's qualifications for marihuana business operation or the development of a new location.

Sec. 30-909. – Minimum operational standards of marihuana business.

Except as may conflict with State law or regulation the following minimum standards apply to all Marihuana Businesses:

- (1) The entire parcel where the Marihuana Business will be located must be properly zoned for that type of use, and the Marihuana Business operations must be entirely contained within the building.
- (2) The Marihuana Business shall be operated in compliance with the MMMA, the MMFLA, the MTA, MRTMA, and the State's administrative rules. Any violation of such laws or rules shall be deemed a violation of this Article.
- (3) On-premises consumption of marihuana shall be prohibited at any Marihuana Business except testing standards as outlined by LARA.
- (4) In addition to security requirements pursuant to State laws and regulations and any other applicable City Ordinances, the Marihuana Business shall continuously monitor the entire premises, interior and exterior, with surveillance systems that include security cameras operating twenty-four (24) hours a day, seven (7) days a week. The video recordings shall be maintained in a secure, off-site location for a period of one hundred eighty (180) days.

- (5) The Marihuana Business shall be contained within a lockable Facility, including all interior doors, all windows and points of entry and exits with commercial grade non-residential locks and with an alarm system monitored. Marihuana shall not be permitted to be stored in trailers or sheds or other accessory structures to the principal building. Storage shall further be in accordance with the MRTMA, MMMA, MMFLA, MTA, and promulgated rules as amended.
- (6) A locking safe or secure locking cabinet system permanently affixed to the permitted premises that shall store any marihuana and all cash remaining in the Facility overnight shall be used. For Marihuana-infused products that must be kept refrigerated or frozen, the Facility may lock the refrigerated container or freezer in a manner authorized by the MRTMA and promulgated rules as amended in place of the use of a safe so long as the container is affixed to the building structure.
- (7) No Marihuana Business shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property where the Marihuana Business is operated; or any other nuisance adverse to the public health, safety and welfare of the residents of the City.
- (8) All activity related to the provisioning, transferring, testing, or transportation of all marihuana shall be done indoors and fully compliant with State law so that it is not visible to the public.
- (9) All Marihuana Businesses shall maintain an inventory and record keeping system and/or database identifying the amount of Marihuana on the premises in accordance with the MRTMA, the MTA and the rules and regulations, as amended from time to time. This log shall be available to law enforcement personnel at any time.
- (10) All Marijuana located on premise shall be inventoried and tagged with unique RFID tag as required by MTA and promogulated rules as amended from time to time.
- (11) The State License and the City license required by this Article shall be conspicuously displayed on the premises of a Marihuana Business.
- (12) All Marihuana Facilities shall apply for and obtain from the City, or other applicable government authority, all necessary building, mechanical, electrical, plumbing, sign, fence, soil erosion and City zoning compliance permits.
- (13) Floors, walls, and ceilings shall be constructed in such a manner that they may be kept adequately cleaned and in good repair.
- (14) There shall be adequate screening or other protection against the entry of pests. Waste shall be disposed of so as to minimize the development of odor and

minimize the potential for waste development and minimize the potential for waste becoming an attractant, harborage or breeding place for pests.

- (15) Venting of marihuana odors into the areas surrounding the Marihuana Business is prohibited and deemed and declared to be a public nuisance. All facility ventilation methods shall comply with the MRTMA and administrative rules promulgated, as amended from time to time.
- (16) Waste shall be properly removed and the operating systems for waste disposal shall be maintained in an adequate manner so that they do not constitute a source of contamination in areas where Marihuana is exposed. Disposal systems for spent water and spent soil shall be approved by the City and byproduct materials, soils, plant materials, and other materials shall be stored indoors until pickup for disposal and shall not be left outdoors for disposal pickup for longer than six (6) hours. Disposal of marihuana or marihuana waste or byproducts by on-site burning or introduction into the sewer system is prohibited.
- (17) The interior and exterior of all buildings, fixtures and other accessories shall be maintained in a presentable and sanitary condition.
- (18) Marihuana Businesses shall provide its occupants with adequate and accessible restroom facilities that are maintained in a sanitary condition and good repair.
- (19) Marihuana that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
- (20) Marihuana Businesses shall be free from infestation by insects, rodents, birds, or vermin or any kind.
- (21) All Marihuana shall be packaged and labeled as provided by MRTMA, MTA, and promulgated rules as amended.
- (22) The premises shall be open for inspection during hours of operation and as such other times as anyone is present on the premises.
- (23) No other accessory uses are permitted within the same facility other than those associated with the retailing of marihuana.
- (24) Advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors is prohibited.

Sec. 30-910. – Additional operational standards for marihuana retail establishments.

Except as may conflict with state law or regulation, the following minimum standards for Marihuana Retail establishments shall apply:

- (1) Marihuana Retail and Medical Marihuana Provisioning Center establishments may be open to the public only between 8:00 AM to 10:00 PM.

- (2) Unless permitted by the MRTMA, public or common areas of the Marihuana Retail establishment must be separated from restricted or non-public areas of the retail establishment by a permanent barrier. Unless permitted by the MMMA, MMFLA, or the MRTMA, no Marihuana may be stored, displayed, or transferred in an area accessible to the general public.
- (3) All Marihuana storage areas within Marihuana Retail and Medical Marihuana Provisioning Center establishments must be separated from any customer/patient areas by a permanent barrier. Unless permitted by the MMMA, MMFLA, or MRTMA, no Marihuana is permitted to be stored in an area accessible by the general public or registered customers/patients. Marihuana may be displayed in a sales area only if permitted by the MRTMA.
- (4) Drive-thru windows on the premises of a Marihuana business establishment shall not be permitted.

Sec. 30-911. – License revocation, suspension and denial; basis for action; appeal.

- (a) Any City license issued under this Article may be revoked or suspended by the City after written notice and an administrative hearing if a City official finds and determines that grounds for revocation or suspension exist. Any grounds for revocation or suspension must be provided to the licensee at least ten (10) days prior to the date of the hearing by first class mail to the address given on the License Application or any address provided to the Community Development Department in writing subsequent to the filing of an application.
- (b) A license applied for or issued may be denied, revoked or suspended on any of the following grounds:
 - (1) A violation of any provision of this Article, including, but not limited to, the failure to provide the information required by this Article;
 - (2) Any conviction of a felony or any misdemeanor involving controlled substances, theft or dishonesty by the licensee, stakeholder, or any person holding an ownership interest in the license;
 - (3) Commission of fraud or misrepresentation or the making of a false statement by the applicant, licensee, or any stakeholder of the applicant or licensee while engaging in any activity for which this Article requires a license;
 - (4) Failure to obtain site plan approval from the Planning Commission;
 - (5) Failure to obtain or maintain a license or renewed license from the City pursuant to this Article;
 - (6) Failure of the licensee or the Marihuana Business to obtain or maintain a State license or approval pursuant to the MRTMA, MMMA, or MMFLA;

- (7) The Marihuana Business is determined by the City to have become a public nuisance or otherwise is operating in a manner detrimental to the public health, safety or welfare;
 - (8) Any default in the payment of any charges, taxes, or fees, to the City if not cured upon forty-five (45) days following notice sent by electronic means or mail to the address of the Marihuana Business;
 - (9) Violation of any State law applicable to Marihuana Businesses.
- (c) Appeal of denial of an Application, or revocation or suspension of a license: the Community Development Department shall notify an applicant of the reason(s) for denial of an Application for a license or license renewal or for revocation or suspension of a license or any adverse decision under this Article and provide the applicant with the opportunity to be heard. Any applicant aggrieved by the denial or revocation or suspension of a license or adverse decision under this Article may appeal to the City Council, who shall appoint a hearing officer to hear and evaluate the appeal and make a report and recommendation to the City Council. Such appeal shall be taken by filing with the Community Development Department, within fourteen (14) days after notice of the action complained of has been mailed to the applicant's last known address on the records of the Community Development Department, a written statement setting forth fully the grounds for the appeal. The City Council shall review the report and recommendation of the hearing officer and make a decision on the matter.
- (d) Following the denial of a license and any subsequent appeal during the recommendation and issuance process, the City may move to recommend the application with the next highest number of merit points as determined in the application process.

Sec. 30-912. – Penalties; temporary suspension of a license.

- (a) The City may require an applicant or licensee of a Marihuana Business to produce documents, records, or any other material pertinent to the investigation of an Application or alleged violation of this Article. Failure to provide the required material may be grounds for application denial, or license revocation.
- (b) Any person in violation of any provision of this Article, including the operation of a Marihuana Business without a license shall be responsible for a misdemeanor and shall be subject to a civil fine and costs. Increased civil fines may be imposed for a repeat violation. As used in this Section “repeat violation” shall mean a second or any subsequent infraction of the same requirement or provision committed by a person or Facility within any twenty-four (24) month period. Unless otherwise specifically provided in this Article, the penalty schedule is as follows:
 - (1) Seven Hundred Fifty Dollars (\$750), plus costs, for the first violation;
 - (2) One Thousand Dollars (\$1,000), plus costs, for a repeat violation;

- (3) Three Thousand Dollars (\$3,000), plus costs per day, plus costs for any violation that continues for more than one day.
- (c) The City may temporarily suspend a Marihuana Business license without a prior hearing if the City finds that public safety or welfare requires emergency action affecting the public health, safety, or welfare. The City shall cause the temporary suspension by issuing a suspension notice in connection with institution of proceedings for notice and a hearing.
- (d) If the City temporarily suspends a license without a prior hearing, the licensee is entitled to a hearing within thirty (30) days after the suspension notice has been served on the licensee or posted on the licensed premises. The hearing shall be limited to the issues cited in the suspension notice.
- (e) If the City does not hold a hearing within thirty (30) days after the date the suspension was served on the licensee or posted on the licensed premises, then the suspended license shall be automatically reinstated and the suspension vacated.
- (f) The penalty provisions herein are not intended to foreclose any other remedy or sanction that might be available to, or imposed by the City, including criminal prosecution.

Sec. 30-913. – Disclaimer.

- (a) Nothing in this Article shall be construed to authorize any person to engage in conduct that endangers others or causes a public nuisance, or to allow use, possession or control of marihuana for lawful purposes or allow any other activity relating to cultivation, growing, distribution or consumption of marihuana that is otherwise illegal.
- (b) Except as may be required by law or regulation, it is not the intent of this Article to diminish, abrogate, or restrict the protections for individual use of marihuana found in the Michigan Medical Marihuana Act, the Medical Marihuana Facilities Licensing Act, the Marihuana Tracking Act and the Michigan Regulation and Taxation of Marihuana Act.

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: Effective Date

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

SECTION 4: 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.

Dan Terbrack
Mayor

Attest: _____
Victoria Mitchell
City Clerk



Office of the
City Manager

Memo

To: Mayor Terbrack and City Council
From: Matthew Baumgarten, City Manager
Date: November 15, 2019
Subject: Marihuana Licensing Ordinance

Mr. Mayor and City Councilmembers,

City Administration is pleased to bring a Marihuana Licensing Ordinance for your consideration of a first reading. Generally speaking, this ordinance outlines the framework by which marijuana businesses will be permitted under per Berkley voters and the City Council's direction.

The attached draft of the Licensing Ordinance incorporates the feedback we have received from the Planning Commission as well as those discussed by the City Council during the October regular meeting. Within this updated draft you will notice the added Public Notice requirements to better engage with the community, final approval granted by City Council similar to liquor licensing, and the elimination of uses other than Medical Provisioning Centers and Adult-Use Retailers. Additionally, we have included a draft of the Merit Point System that would be used to provide a competitive process in evaluating applications. Once the Licensing Ordinance has been approved and effective, it is provided that the City Council will then approve the Merit Point System by way of a resolution.

Should the City Council approve the first reading of this ordinance at the November 18th City Council meeting and the second reading at the December 2nd meeting, then we will still be on track to meet our December 31st sunset deadline. Should the need arise to postpone the ordinance, we ask that City Council consider holding a Special Meeting or an extension of the opt-out sunset that was instituted earlier this year until March 2020, as a means to prevent unregulated marihuana applications being given approval from the State to operate within the City.

Thank you,

A handwritten signature in black ink, appearing to read "Matt Baumgarten", is written over a light blue horizontal line.

Matthew Baumgarten

DRAFT Merit System Point Criteria

Requirements*	Pass/Fail
Applicant has submitted all required materials	P/F
Subject Parcel falls outside of designated proximity to a school	P/F
Proposed Use complies with Existing Zoning	P/F
Adequate off street parking	P/F
Odor control system preventing dispersion in neighborhood	P/F
All stakeholders are clear of recorded detrimental acts to public good	P/F
Subject parcel falls outside of designated proximity to a major intersection	P/F

*These items must all be satisfied to be considered for the point evaluation.

Merit Based Criteria	Point Value**
Applicant Proposes the Redevelopment of Vacant or Underused building or property. (Defined as a structure or property that has been at least 50% vacant for a period of 4 months or longer)	20
Proposed redevelopment includes additional, non-marijuana business. Must have separate means of ingress/egress from marihuana business. Not accessory use to marihuana business, but separate entity	19
Proposed Site is located in the following areas, as permitted by the Zoning Ordinance: Eleven Mile Road, Woodward Ave, Twelve Mile Road (Coolidge to Woodward)	18
Applicant has successfully operated state regulated retail businesses in Michigan (less than 5 offenses in three years and all offenses have been corrected within state mandated timeline)	17
Applicants plans to make physical improvements to the area around the property or other areas contiguous to the property: <ul style="list-style-type: none"> -Trees (Sub score: 4) -Plazas (Sub score: 4) -Green Space (Sub score: 4) -Public areas such as alleyways, parking areas, sidewalks (Sub score: 4) 	16 (Total dependent on satisfaction of sub scoring)
Proposed redevelopment is projected to add 15 or more new jobs, with a majority of the jobs being full time. (Includes cannabis and non-cannabis uses)	15
Property will be owner occupied	14
Application incorporates Green Infrastructure into Stormwater management plan	13
Applicant demonstrates experience operating marihuana business, providing business, occupation, employment of applicant and all partners for three years immediately preceding date of application	12
Application does not displace existing operational business in Berkley	11
Sustainable building materials and energy efficient elements will be used during construction and/or renovation of the structure	10
Applicant is a commercial or residential property owner in Berkley	9
Applicant is a majority owner or stakeholder of an existing Business	8
Applicant demonstrates benefits to the community other than an increase in taxable value	7
Applicant has disclosed 100% of owners and stakeholders, including those with less than 10% stake.	5

**These points are allocated on an all-or-nothing approach.

A RESOLUTION
of the Thirty-eight Council of the City of Berkley, Michigan
designating the time and place of City Council Meetings
and its Rules and Order of Procedure

WHEREAS, Section 4.6 of the City Charter requires that the council shall determine its own rules and order of business and shall keep a journal of all of its proceedings in the English language, which shall be signed by the mayor and the clerk and shall be available for inspection to the public at all reasonable times.

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

SECTION 1: That the Council shall generally conduct its regular meetings on the first and third Monday at 7:00 p.m. in the City Hall at 3338 Coolidge Highway, (248-658-3300):

SECTION 2: Except where in conflict with these rules, Federal or State law, the City Charter, or City ordinance, Robert's Rules of Order (current revision), shall govern the conduct of meetings.

SECTION 3: Council agendas shall include the following, in the order that best suits the needs of each meeting, and posted accordingly:

Call to Order
Approval of Agenda
Invocation - (each Council Meeting)
Pledge of Allegiance
Citizen Comments
Approval of Minutes
Approval of Warrants
Order of Business
Consent Agenda
Regular Agenda
Communications
Adjourn
Council Closed Session (if any)

Consent Agenda in this sense includes any item or resolution which is of a routine or recurring nature. If a Councilmember or member of the public attending the meeting requests to have any item removed from the Consent Agenda, the matter will be moved to the Regular Agenda for discussion or deliberation. All items on the Consent Agenda shall be read by title without debate. One motion shall be given for the Consent Agenda and a roll call vote shall be taken. Resolutions and/or proclamations honoring individual citizens for personal outstanding accomplishments shall also be included in the Consent Agenda. After the passage of the Consent Agenda, the mayor at his/her discretion, may read the entire resolution.

SECTION 4: The City Clerk shall cause Minutes to be kept of every Council Meeting, whether open or closed, showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, all roll call votes taken at the meeting, and the purpose for which a Closed Session is held. Minutes of a Closed Session are to be

retained for one year and are not available to the public unless ordered disclosed by a court. In addition, all audio and video recordings of Council Meetings, as well as meetings of the Planning Commission and Board of Appeal, shall be placed in the City's record retention file for not less than one day after the approval of the official minutes.

SECTION 5: The following rules are hereby established not only to affirm the rights of the public to address the meeting and to fully participate in the democratic process, facilitate the orderly and efficient conduct of Council business:

1. At a point on the Council agenda designated for citizen comments, any person may address the meeting for a reasonable period of time about items not on the agenda. The Mayor may set reasonable limits on the length of citizen comments.
2. Any person addressing the meeting must identify the city in which they reside and, if that person wishes a reply to any question, they must leave their full name, address and phone number with the City Clerk before leaving the meeting.
3. No person shall make any statements or comments designed to announce or promote their candidacy or the candidacy of another for political office.
4. No person shall make any personal attack against a candidate, the Mayor, or any Councilmember or City employee.
5. Irrespective of Robert's Rules of Order, the Mayor, acting as presiding officer of the Council, shall have the same rights, responsibilities and power of discussion as other Councilmembers.
6. No new items shall be taken up for discussion on the regular agenda after 10:00 p.m.
7. At any point during the meeting, the Mayor may allow citizen comments on any issue on the agenda. The Mayor may set reasonable limits on the length of citizen comments.
8. All Regular and Special Meetings of the Council shall be open to the public, and all persons are permitted to attend any meeting unless a Closed Meeting is held.
9. Upon a two-thirds roll call vote of the members of Council elected and serving, a Closed Session may be held to consider the purchase or lease of real property, to consult with the City's attorney on specific pending litigation, to review applications or appointments to a public office where the candidate requests confidentiality, to consider complaints or charges against a public officer, employee or individual agent when the named person requests a closed hearing, for strategy and negotiations when connected with a collective bargaining process; and for any other permissible purpose under and in accordance with the Michigan Open Meetings Act.
10. The Council shall continue to cablecast its regular meetings to further inform local residents of City government issues, activities, and events.

SECTION 6: Filling of Vacancies for Boards and Commissions

1. Recommendations will be requested from the board or commission where the vacancy exists. Included will be a review of attendance records of those recommended for reappointment.

2. Requests will be made in local news media inviting interested local residents to make application to the manager.
3. All applications for appointment and/or reappointment will be forwarded to Council for its review.
4. If a Councilmember wants further information concerning the candidate, he/she may contact the applicant.
5. At the next regular meeting, or a special meeting called for that purpose, Council shall vote to fill the vacancy or vacancies following the procedures outlined below:
 - (a) All persons identified as candidates by reason of Paragraphs 1, 2 or 3 above shall be considered as nominated.
 - (b) Voice votes shall be cast to fill one vacancy; a candidate receiving at least 4 votes shall be considered for appointment by "yes" or "no" vote.
 - (c) If more than one vacancy is to be filled, voting shall be repeated, following Section 6, paragraph 5(a) through 5(c), until the vacancies are filled.

SECTION 7: Filling of Vacancies for City Councilmembers

- (a) Vacancies in the office of City Councilmember shall be filled pursuant to Sections 3.6, 3.7 and 13.5 of the City Charter through the following procedure:
- (b) The City Clerk shall publish and post notice of the City Council vacancy and the procedure and deadline for applying. City Council will accept applications from eligible candidates for 5 business days, or such other time as Council may prescribe, in order to complete the appointment process to fill the Council vacancy within the 30 days mandated by the City Charter.
- (c) If 5 or fewer candidates apply, those candidates will be invited to the next City Council meeting to make a presentation and/or be interviewed by Council, and at its next following meeting, Council shall appoint one of the candidates to fill the Council vacancy.
- (d) If more than 5 candidates apply, a 3-member Ad Hoc Committee shall be convened comprised of the Mayor Pro Tem, as chairperson, the most junior member of City Council, and the most senior member of City Council. The Committee shall be tasked with holding an open meeting to review and numerically score the candidate applicants on a 1 (lowest) to 3 (highest) scale based on criteria including community/municipal engagement, professional experience, background and diversity, and any other criteria that City Council may establish. The 5 highest scoring candidates shall be specifically invited to attend the next City Council meeting to present themselves, although the scores and applications of all candidates shall be provided to City Council, and all applicants may attend the City Council meeting and have an opportunity to address City Council.
- (e) Thereafter, each City Councilmember may nominate 1 candidate for appointment. No second to any nomination shall be required, nor is it

necessary for a Councilmember to nominate a candidate if the Councilmember's preferred nominee has already been nominated.

- (f) A roll call vote shall be conducted, and each Councilmember shall vote among the nominees. A nominee who receives the vote of a majority of the Councilmembers currently holding office shall be declared appointed. If no nominee receives the vote of a majority of the Councilmembers currently holding office and there are more than 2 nominees, then the nominee who receives the fewest votes shall be dropped, and another vote shall be taken among the remaining nominees. This process shall continue until a nominee receives the vote of the majority of the Councilmembers currently holding office.

SECTION 8: The Daily Tribune shall be the official newspaper for the publication of notices and of proceedings and ordinances of the Council, as may be required by the law or by City Charter.

SECTION 9: The City Attorney is designated to act as parliamentarian for the City Council.

SECTION 10: Flagstar Bank is designated official depository of City funding pursuant to Section 9.7 of the City Charter.

SECTION 11: This resolution shall supersede all existing resolutions, orders, rules and order of procedures insofar as they may be inconsistent herewith.

SECTION 12: The City Clerk shall cause a copy of this resolution to be posted in City Hall and in two other different public and conspicuous places within the City.

SECTION 13: Code of Ethics for Government Service

This section applies to City Council as well as administrative officials appointed by Council.

Preamble

A code of ethics for government service calls upon public servants to treat their office as a public trust. It often takes extraordinary moral courage to do what is right. The strength and value of a code of ethics are found in their capacity to inspire voluntary commitment to higher moral standards than law or custom. By doing so, public servants inspire and justify confidence and faith in government.

ANY PERSON
IN GOVERNMENT SERVICE SHOULD:

1. Put loyalty to the highest moral principles and to country above loyalty to persons, party, or government department.
2. Uphold the Constitution, laws, and regulations of the United States and of all governments therein and never be a party to their evasion.
3. Give a full day's labor for a full day's pay; giving earnest effort and best thought to the performance of duties.
4. Seek to find and employ more efficient and economical ways of getting tasks accomplished.
5. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept, for himself or herself or for family members, favors or benefits under circumstances which might be

construed by reasonable persons as influencing the performance of governmental duties.

6. Make no private promises of any kind binding upon the duties of office, since a government employee has no private word which can be binding on public duty.
7. Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of governmental duties.
8. Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.
9. Expose corruption wherever discovered.
10. Express themselves – in both spoken and written communications – in a manner becoming of a City of Berkley official or representative and maintain a constructive tone that may not reasonably be construed as demeaning, harassing, accusatory, untruthful, or disrespectful.
11. Uphold these principles, ever conscious that public office is a public trust.

Introduced and Passed at a Regular City Council Meeting on Monday, November 18, 2019.

Daniel J. Terbrack, Mayor

Attest:

Victoria Mitchell, City Clerk

November 18, 2019 City Council Meeting

Motion by Councilmember _____ and _____ supported by Councilmember _____ to approve the proposed 2020 and 2021 City Council Regular Meeting schedules:

Monday, January 6, 2020
Monday, February 3, 2020
Monday, March 16, 2020
Monday, April 6, 2020
Monday, April 20, 2020
Monday, May 4, 2020
Monday, May 18, 2020
Monday, June 1, 2020
Monday, June 15, 2020

Monday, July 6, 2020
Monday, August 10, 2020
Monday, September 21, 2020
Monday, October 5, 2020
Monday, October 19, 2020
Monday, November 16, 2020
Monday, December 7, 2020
Monday, December 21, 2020

Monday, January 4, 2021
Monday, February 1, 2021
Monday, March 1, 2021
Monday, March 15, 2021
Monday, April 5, 2021
Monday, April 19, 2021
Monday, May 3, 2021
Monday, May 17, 2021
Monday, June 7, 2021

Monday, June 21, 2021
Monday, July 19, 2021
Monday, August 9, 2021
Monday, September 20, 2021
Monday, October 4, 2021
Monday, October 18, 2021
Monday, November 15, 2021
Monday, December 6, 2021
Monday, December 21, 2021

Ayes:

Nays:

Memo from the City Clerk

To: Matthew C. Baumgarten, City Manager
John D. Staran, City Attorney

From: Victoria Mitchell, City Clerk

Date: 11/07/19

Re: City Council Meetings for 2020

The following schedule for the 2020 City Council Meetings is submitted for City Council's consideration:

Monday, January 6, 2020
Monday, February 3, 2020
Monday, March 16, 2020
Monday, April 6, 2020
Monday, April 20, 2020
Monday, May 4, 2020
Monday, May 18, 2020
Monday, June 1, 2020
Monday, June 15, 2020

Monday, July 6, 2020
Monday, August 10, 2020
Monday, September 21, 2020
Monday, October 5, 2020
Monday, October 19, 2020
Monday, November 16, 2020
Monday, December 7, 2020
Monday, December 21, 2020

As you will note, this proposal does not include a minimum of 2 regular budget work sessions to be scheduled in May. The months of July, August, and September have one meeting consistent with previous City Council summer meeting schedules. January 20th and February 17th are holidays and city offices are closed.

I am requesting that the meetings on the first Monday in March and November be cancelled due to the Presidential primary and general elections.

The law states that within 10 days of the first meeting of a public body in each calendar or fiscal year, the body must publicly post a list stating the dates, times and places of all its regular meetings at its principal office. If a public body does not have a principal office, the notice would be posted in the office of the county clerk for a local public body or the office of the Secretary of State for a state public body. If there is a change in schedule, within three days of the meeting in which the change is made, the public body must post a notice stating the new dates, times and places of regular meetings.

Memo from the City Clerk

To: Matthew C. Baumgarten, City Manager
John D. Staran, City Attorney

From: Victoria Mitchell, City Clerk

Date: 11/07/2019

Re: City Council Meetings for 2021

The following schedule for the 2021 City Council Meetings is submitted for City Council's consideration:

Monday, January 4, 2021
Monday, February 1, 2021
Monday, March 1, 2021
Monday, March 15, 2021
Monday, April 5, 2021
Monday, April 19, 2021
Monday, May 3, 2021
Monday, May 17, 2021
Monday, June 7, 2021

Monday, June 21, 2021
Monday, July 19, 2021
Monday, August 9, 2021
Monday, September 20, 2021
Monday, October 4, 2021
Monday, October 18, 2021
Monday, November 15, 2021
Monday, December 6, 2021
Monday, December 21, 2021

As you will note, this proposal does not include a minimum of 2 regular budget work sessions to be scheduled in May. The months of July, August, and September have one meeting consistent with previous City Council summer meeting schedules. January 18th and February 15th are holidays and city offices are closed.

I am requesting that the meeting on the first Monday in November to be cancelled due to a Local General Election.

The law states that within 10 days of the first meeting of a public body in each calendar or fiscal year, the body must publicly post a list stating the dates, times and places of all its regular meetings at its principal office. If a public body does not have a principal office, the notice would be posted in the office of the county clerk for a local public body or the office of the Secretary of State for a state public body. If there is a change in schedule, within three days of the meeting in which the change is made, the public body must post a notice stating the new dates, times and places of regular meetings.